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# United States Circuit Court of Appeals

FOR THE NINTH CIRCUIT.

## TRANSCRIPT OF RECORD.

(In Seven Volumes)

GEORGE M. NOWELL, and GILMER CLAPP, Inter-  
venors, and THE BERNERS BAY MINING  
AND MILLING COMPANY, THE SEWARD  
GOLD MINING COMPANY, THE OPHIR  
GOLD MINING COMPANY, THE NORTH-  
ERN BELLE GOLD MINING COMPANY,  
THE NOWELL MINING AND MILLING  
COMPANY, THE ALASKA NOWELL GOLD  
MINING COMPANY, THOMAS S. NOWELL,  
WILLIS E. NOWELL, FREDERICK D.  
NOWELL, Individually, and FREDERICK D.  
NOWELL, as Receiver,

Appellants,

vs.

THE INTERNATIONAL TRUST COMPANY (a  
Corporation), JOHN C. McBRIDE, as Receiver  
of THE BERNERS BAY MINING AND MILL-  
ING COMPANY, THE OPHIR GOLD MIN-  
ING COMPANY, THE SEWARD GOLD MIN-  
ING COMPANY, and THE NORTHERN  
BELLE GOLD MINING COMPANY, R. McM.  
GILLESPIE, SAMUEL W. FAIRCHILD, and  
C. R. CORNING, Intervenor,

Appellees.

VOLUME III.

(Pages 785 to 1200 Inclusive)

Upon Appeal from the United States District  
Court for the District of Alaska,  
Division No. 1.





Records of M. S. Account  
Amount of Appraisals  
566



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**United States Circuit Court of Appeals**

FOR THE NINTH CIRCUIT.

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AND MILLING COMPANY, THE SEWARD  
GOLD MINING COMPANY, THE OPHIR  
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THE NOWELL MINING AND MILLING  
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**VOLUME III.**

(Pages 785 to 1200 Inclusive)

Upon Appeal from the United States District  
Court for the District of Alaska,  
Division No. 1.

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(Testimony of Thomas S. Nowell.)

*In the United States District Court for Alaska, Division No. 1, at Juneau.*

No. 603.

DECKER BROS.,

Plaintiff,

• vs.

BERNERS BAY MINING & MILLING CO.,

Defendants.

To the Hon. M. C. Brown, Judge of the U. S. Dist. Court, for Alaska, Division No. 1:

The Report and Petition of Fred D. Nowell, Receiver herein most respectfully show:

Your Receiver will herein present a full report of the administration of the property in his hands, as Receiver, from the beginning of the Receivership to the present date, and the present status of the Receivership.

Your Receiver was appointed herein on the 17th day of Feb. 1898, to succeed E. F. Cassel, who had heretofore since Dec. 15th, 1897, been the duly appointed, qualified and acting Receiver. A full inventory of the property coming into his hands as Receiver is shown in Report No. 2 herein. That the said E. F. Cassel while acting as Receiver herein, incurred expenses aggregating \$4155.93, a detailed statement of which is shown in Exhibit "R" to Receiver's Report No. 2, on file herein; that said E. F. Cassel, Receiver, only obtained of the funds of the defendant companies, the sum of \$483.20 and the

(Testimony of Thomas S. Nowell.)

balance \$3672.73, was left as a charge against, and has been paid by your present Receiver.

Your Receiver further reports that at the time the properties of the defendant companies were placed in his hands as Receiver, there were outstanding floating indebtedness, of said company, mostly due to laborers, aggregating, in round numbers, \$100,000. This indebtedness was by this Court ordered paid, as speedily as funds came into the Receiver's hands; and authority was given to borrow money on Receiver's Certificates for that purpose. Of said indebtedness there has been paid the sum of \$98,752.04 for which your Receiver holds vouchers.

Your receiver further shows that in the operation and development of the properties in his hands as Receiver under orders of this Court, and in the placing of betterments thereon, he has incurred an expense of \$141,736.70. That he has received in bullion and concentrates from such operation the sum of \$86,997.64. That he has incurred, as necessary expenses of the Receivership, independent of the operating and development work above mentioned, the sum of \$58,956.64, which latter expense would have been incurred had no development work on the properties been done. A schedule of the above amounts is hereto attached, marked Exhibit "A" and made a part hereof, and your Receiver holds vouchers for all expenses incurred and payments made.

A schedule showing the amount, character and kind of development work done on the mines proper,

(Testimony of Thomas S. Nowell.)

is hereto attached marked Exhibit "B" and made a part hereof.

The indebtedness of your Receivership as such, amounts to the sum of about \$110,000.00 and is shown in detail in Exhibit "C" hereto attached and made a part hereof. This Exhibit shows the aggregate amount to be \$103,677.15 and is correct on the date and the same was made out, but additional development since then, and which is still being carried on, will swell the amount to approximately the sum stated. This indebtedness is pressing and should be paid at an early date.

At the time your receiver took charge of the property of the Berners Bay Companies, but one of the mines, the "Comet," was in condition for operating. A cross-cut tunnel about 1900 feet in length had been driven, cutting the Comet ledge at a depth of 450 feet below the old, or upper workings of the mine, from which the ore had been entirely stoped out.

Intermediate levels were driven on the vein both ways from the raise connecting the lower level with the "500" foot level, the lowest point reached in the old workings. These levels driven from the raise extended and aggregate distance of 700 feet each, and were necessary for opening the mine in the new workings for stoping out the ore.

The ore mined and milled previous to the receivership, from the upper workings of this mine yielded an average of over \$11.00 per ton.

Many pockets of rich free gold were found in the upper stopes.

(Testimony of Thomas S. Nowell.)

The conditions were found to be much different in the lower levels of the mine, as regards the grade of ore, there having been almost an entire absence of high grade ore, and the values recovered were correspondingly low.

Since the receivership, the mine known as the "Kensington" has been opened, and at considerable amount of ore mined and milled.

This ledge or deposit is about 75 feet in width, and the ore carries an average value of about \$5.00 per ton. The value here is almost entirely in the form of gold bearing iron sulphides. Fine concentration seems to be the treatment best adapted to this ore, and with the ordinary standard appliances of modern machinery, there should be no difficulty in recovering a high percentage in milling. Several changes in the present plant are necessary in order to attain the best possible results in the reduction of this ore.

The milling results from Kensington rock have been most unsatisfactory. Careful attention has been given to this Department and probably, as favorable returns realized as could be expected under the circumstances.

A pulp and tailing sample is taken every half hour in the mill, concentrates are sampled and product weighed daily, and a tailings sample taken after passing over canvas plant; this last sample is taken automatically, thus affording a continuous sample for each 12 hours.

(Testimony of Thomas S. Nowell.)

Through a careful series of tests, it has been demonstrated that coarse screens and low discharge produce the best results.

The losses in milling Kensington ore are far greater than should be the case with proper appliances.

This mill was constructed on the plan usually followed where free milling ore is to be treated.

Kensington ore should be classified or sized after crushing and before passing to the concentrators, thus giving these machines a uniform product to work upon.

There being no room for sizers between the battery floor and the launders conducting the pulp to the concentrators, it will be necessary to elevate the pulp a sufficient distance to overcome this lack of space, a matter of no great difficulty.

The present concentrators, with the exception of 4, which are of the Frue pattern, are of an old type and very badly worn, and besides requiring constant attention, at the expense of labor and repairs, are totally incapable of even reasonably close work.

It is extremely difficult to effect a saving of 70 per cent under existing conditions, while with proper equipment, which would not entail a great expense, fully 90 per cent of the value of this ore should be easily recovered.

It is estimated that the expenditure of \$15,000 would place the milling plant in first class condition; doubtless a smaller amount would be adequate for that purpose.



(Testimony of Thomas S. Nowell.)

The capacity of the 40-stamp mill after being re-fitted as suggested would be 4200 tons per month. It would, therefore, seem that the additional saving possible to make improved conditions would fully justify the cost of the improvements mentioned.

The Kensington mine is situated in a district exposed to heavy snowslides which occur in the early winter, as soon as snow begins to fall, and continuing until late in the spring.

An excavation in solid rock has been made at heavy expense, and a substantial boarding-house for employees erected at the mine, also a tramway head-house; all protected from slides, having been built against the face of the rock excavation, with the roofs slanting but one way, with the hill, thus allowing the slides to pass harmlessly over the buildings.

A wire tramway about 3,000 feet in length has been built for the transportation of ore from, and supplies to the mine.

This line of tramway connects at its lower terminal with a surface gravity tram which extends to the mill, a further distance of 1,700 feet, the ore having to be transferred at the junction of the two systems.

The method of handling ore with the existing facilities is expensive and slow.

An air-pipe line has been laid from the mill to the mine, a distance of 5,000 feet, and a considerable amount of development work accomplished in the mine, showing, approximately, 50,000 tons of ore available for mining.

(Testimony of Thomas S. Nowell.)

In addition to the work mentioned, the foundation and floor of a canvas plant has been constructed for the purpose of saving certain values that otherwise would be lost in the mill tailings.

Repairs on railroad and mill, and the care of the numerous buildings during the winter months, when it is necessary to relieve the roofs of the great weight of snow, has been a necessary expense.

The continuation of development of the Kensington mine is certainly warranted, and the expenditures of \$40,000 to \$50,000 thoroughly justified.

Sinking on the ledge and driving levels at suitable intervals from the shaft, cross-cutting the ledge at proper points, would appear to be the most direct and expeditious plan of development, and the judicious expenditure of the above amount should open up very large and valuable reserves of ore.

During the time this work is in progress, the milling plant should not be operated to *the of* more than 10 stamps, which would provide ample capacity for the reduction of the ore extracted in the course of development, and also facilitate means of securing a reliable record as to the value of the ground exploited.

During the winter months, if development work is carried on, it will be necessary to run the air compressor by steam power, and the additional load of 10 stamps would not add materially to the fixed cost for power.

Until this mine is thoroughly and extensively opened and a systematic plan of operation adopted,

(Testimony of Thomas S. Nowell.)

it will not be possible to reach an economical point in mining and transportation of the ore.

The advantages to be gained through extensive development are such as to promise, in this case, the salvation of the interests now so heavily involved, to place a very large selling value, and to assure a most successful future for these properties.

On the other hand without the adoption of some such plan, there can be nothing but failure.

Your receiver believes it to be impossible to produce sufficient sums of money by the continued operation of said mill and mines, to pay off the said indebtedness of the Receiver, without an additional expenditure of from \$40,000 to \$50,000 for additional development work and improvements as hereinbefore indicated; and there is no way of paying the present indebtedness of the Receiver except by sale of the property or by doing the necessary development work to put said properties on a paying basis. A sale of the properties under the present conditions, it is believed, would entail a great sacrifice and loss to the stockholders and creditors of said companies. By an issue of \$150,000 Receiver's certificates under authority of and pursuant to an order of this Court, the receiver believes he can obtain that amount of money for the same and with said fund he will be enabled to pay off all the present indebtedness and with the balance put said mine and mill in such condition as to redeem said certificates out of the net produce thereof, or place such properties in such

(Testimony of Thomas S. Nowell.)

condition as to enable the owners thereof to obtain such advances of money as will be necessary, all such indebtedness as renders this receivership necessary.

Requiring the advice of the Court, your receiver presents this report and petition in order to properly advise the Court of the facts aforesaid and to invite the aid and instruction of this Court thereon.

Wherefore your petitioner prays that this Honorable Court will take into consideration the facts and circumstances as aforesaid and will advise and direct your Receiver in the premises and will in its discretion, authorize and issue its receiver's certificates in proper form to the amount of \$150,000, such certificates to be payable in gold coin of the United States, in two years from their date; but any or all of such certificates to be redeemable at the option of the Receiver at par and accrued interest on thirty days previous notice to the holder thereof, at any time after one year from that date and to bear interest at the rate of 8 per cent per annum, payable semi-annually, and to be a first lien upon all the mines, mill, water rights, railways and properties of every kind of the said defendant companies, prior to and paramount to any mortgage or other indebtedness now existing against said companies. That such Certificates may be issued, in such denominations and at such times, as your receiver may find necessary and most convenient, and that he be authorized to sell the same, at a price not less than par and that the proceeds thereof be used by your receiver for the following purposes to wit:

(Testimony of Thomas S. Nowell.)

First. To pay all the present indebtedness of the Receiver herein and without any additional authority therefore.

Second. To make up until the further order of this Court and without any additional authority, any deficiency that may arise in developing and operating the Kensington Mine and Mill, over the gross earnings from such operation.

And for such other and further orders, as to the Court may seem meet and proper in the premises.

FRED. D. NOWELL,

Receiver.

J. H. COBB,

Attorney for Receiver.

United States of America,  
District of Alaska,—ss.

I, Fred D. Nowell, being first duly sworn, deposes and say. I am the receiver above named. The matters and things set up in the foregoing report and petition, of my own knowledge are true and the matters and things stated upon information and belief, I believe to be true.

FRED D. NOWELL.

Subscribed and sworn to before me, this 13th day of Dec., 1900.

[Seal]

G. M. ROSS,  
Notary Public for Alaska.

(Testimony of Thomas S. Nowell.)

## BERNERS BAY COMPANIES.

Report of F. D. Nowell, Receiver, from Dec. 15, 1897  
to Oct. 1, 1900.

Received from T. S. Nowell,

Boston Office.....\$100,352.86

Debt incurred prior to Re-

ceivership, Paid ..... 98,752.04

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1,600.82

Received from sales of old

material .....

2,324.40

Debts of Receiver, as per

schedule .....

109,770.48

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113,695.70

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Cost of operating, less ma-

terial on hand used, being

mining, tramming, mill-

ing, assaying, etc.....

92,796.47

Cost of development, less

material on hand used, for

detail see Engineer's re-

port .....

39,347.51

Cost of Property acct. less

material on hand used...

9,592.72

Additional Equipment,

Construction Kensington

Tram,

Construction Kensington

Boarding House,

(Testimony of Thomas S. Nowell.)

Construction Crosscut Boarding House,		
Construction Addition to Power plant,		
Construction Canvas Plant,		
Construction Kensington Telephone Line,		
Construction Kensington Air Pipe Line,		
Addition Comet tram,		
	<hr/>	
	147,736.70	
Receipts from Mines.....	86,997.64	54,739.06
	<hr/>	
Receiver Expenses:		
Salary W. E. Nowell, Supt.	7,750.00	
Salary, Juneau Office.....	6,200.00	
Salary, Attorney J. H. Cobb .....	3,875.00	
Str. Rustler .....	15,500.00	
Watchman when property was idle .....	5,334.25	
Interest .....	4,136.67	
Insurance .....	986.36	
Maintenance .....	7,583.03	
E. F. Cassel, Recr., for At- torney fees, etc.....	2,933.50	
Juneau Office Rent.....	1,700.00	
Sundries .....	2,957.83	58,956.64
	<hr/>	
		<hr/>
		113,695.70

(Testimony of Thomas S. Nowell.)

**Exhibit "A" [to Receiver's Exhibit No. 43].**

Development Operations of the Northern Belle Gold Mining Company, Seward Gold Mining Company, Ophir Gold Mining Company, F. D. Nowell, Receiver. From July 10, 1898 to Oct. 1, 1900.

Northern Belle Gold Mining Company.

Kensington Mine:

Drives as per detailed report of March 15, 1899 and November 10, 1899.....	248 ft.	
Drives in levels, cross-cuts and chutes from Nov. 10, 1899 to Oct. 1, 1900.....	285 ft.	543 ft.
	<hr/>	<hr/>

Seward Gold Mining Company.

Comet Mine:

Drives as per detailed report of March 15, 1899, and Novem- ber 10, 1899.....	1809 ft.	
Drives, in levels, crosscuts, winzes, and chutes from Nov. 10-99 to Oct. 1, 1900.....	825 ft.	2634 ft.
	<hr/>	<hr/>

Ophir Gold Mining Company.

Drives as per detailed report of March 15, 1899 and November 10, 1899, in the American, Har- vard and Selkirk tunnels....	195 ft.	
Drives from Nov. 10-99 to Oct. 1, 1900 .....	<hr/>	195 ft.
	<hr/>	<hr/>



(Testimony of Thomas S. Nowell.)

Recapitulation.

Development at Comet Mine . . . . . 2634 ft.  
 Development at Kensington Mine. 543 ft.  
 Development of Ophir Gold Mining  
 Company . . . . . 195 ft.

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Aggregate . . . . . 3372 ft.

T. H. GEORGE.

**Exhibit "B" [to Receiver's Exhibit No. 43].**

Amounts Due a/c Berners Bay Companies, Oct. 1st,  
 1900.

J. H. Cobb, services as Receiver's  
 Attorney . . . . . \$1550.00  
 Notes payable, Gus Ostrand . . . 1022.50  
     J. King . . . . . 500.00  
     A. Bellomini . . . . . 381.70  
     C. Bellomini . . . . . 335.55      2239.75  
 Notes given for labor.

Receivers Certificates:

    Issued as security for cash  
     Advanced east . . . . . 35,000  
     Issued in Jueau . . . . . 5,000      40000.00  
 Vouchers, local and in San Francisco, in-  
     voices for powder, provisions and other  
     supplies purchased . . . . . 11347.92  
 Ostrand Boarding House, due for board  
     of employees, the amt. having been de-  
     ducted from their wages . . . . . 514.80

(Testimony of Thomas S. Nowell.)

Orders from Supt., cash orders on Juneau office issued at his office for labor....	4468.70
Nowell Bros., due for merchandise sold to employees and deducted from their wages .....	1467.86
Receiver's Labor Acct., Amt. due on pay-rolls, for labor .....	9633.11
Stm'r Rustler, Amt. due for freight and services .....	6778.23
T. H. George, due for services as Engineer	2919.93
W. E. Nowell, due for services as Supt....	2841.26
F. D. Nowell, cash advanced .....	1036.22
American Gold Min. Co., for cash and merchandise .....	2098.19
Frank H. Nowell, a/c services San Francisco office .....	83.20
St. Ann's Hospital, hospital fees collected from employees .....	132.00
Stmr. Alert, fares collected from employees .....	52.00
Overdraft at Bank .....	11046.99
Drafts issued on Boston office, returned unpaid .....	5464.94
	<hr/>
	\$103677.15

**Exhibit "C" [to Receiver's Exhibit No. 43].**

[Endorsed]: Original No. 603. In the United States District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiff, vs. Berners Bay

(Testimony of Thomas S. Nowell.)

Mining & Milling Co., Defendant. Report and Petition. Filed Dec. 14, 1900. W. J. Hills, Clerk. Malony & Cobb, Attorneys for Defendant. Office, Juneau, Alaska.

Mr. BARNHILL.—If the Court please, I now exhibit a petition of Fred D. Nowell to this Court dated April, 18, 1901, in which he asks for an order modifying the order of December 13th. I offer it in evidence.

Mr. SHACKLEFORD.—To which we urge the same objection as last stated and also the further objection that the petition was not sworn to and is not signed by the receiver.

COURT.—Overruled. It may be admitted.

Mr. BARNHILL.—I ask that it be marked as filed by the Receiver, Exhibit No. 44.

**Receiver's Exhibit No. 44 [Petition Asking Leave to Modify Order of Dec. 13, 1900, Filed April 18, 1901].**

Filed Apr. 12, '07. Receivers Exh. No. 44. C. C. P., Clerk.

*In the United States District Court for Alaska, Division No. 1, at Juneau.*

No. 603.

DECKER BROS.

Plaintiffs,

vs.

BERNER'S BAY MINING AND MILLING CO.,  
Defendant.

(Testimony of Thomas S: Nowell.)

Now comes Fred D. Nowell, receiver of the property of the defendants, in the above-entitled and numbered cause and shows to the Court that he can secure better terms and conditions for the sale of the Receiver's certificate authorized by order of the Court, heretofore made on the 13th day of December, 1900, if such order is so modified so as to make said certificates due and payable on a year from their date, instead of two years as in said order provided.

The Receiver further shows that the said defendants are now negotiating a sale of all of said properties in his hands as Receiver, and have every reason to believe that the same will be consummated during the current year, whereby all indebtedness of said company, including the Receiver's indebtedness, will be paid off and satisfied and your receiver has reason to believe and does verily believe that he will be able to redeem all said certificates, one year after the date of the issuance thereof.

Wherefore, he prays that said order of December 13th, 1900, be so modified as to authorize said certificates to be issued for one year instead of two.

J. H. COBB,

Attorney for Receiver.

[Endorsed]: Original. No. 603. In the United States District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiff, vs. Berners Bay Mining & Milling Co., Defendant. Filed Apr. 18, 1901. W. J. Hills, Clerk. By \_\_\_\_\_, Deputy. Petition. Malony & Cobb, Attorneys for Deft. Office, Juneau, Alaska.

(Testimony of Thomas S. Nowell.)

Mr. BARNHILL.—I now exhibit a petition signed by Fred D. Nowell, filed October 29, 1901, in which he asks leave of the Court to issue Receiver's Certificates. This is the basis of an order I introduced yesterday and I now offer it in evidence.

Mr. SHACKLEFORD.—To which petition the International Trust Company objects for the reasons last stated and upon the further ground that it does not appear upon the face of the petition that the receiver had no authority to ask to issue receiver's certificates.

COURT.—Objection overruled. It may be admitted.

Mr. BARNHILL.—I ask that it be marked as Receiver's Exhibit No. 45.

COURT.—It may be so marked.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 45:)

**Receiver's Exhibit No. 45 [Petition of F. D. Nowell to Issue Certificates, Dated Oct. 29, 1901].**

Filed Apr. 12, '07. Receiver's Exh. No. 45. C. C. P., Clerk.

(Testimony of Thomas S. Nowell.)

*In the United States District Court for the District  
of Alaska, Division No. 1.*

No. 603.

DECKER BROS.

vs.

BERNERS BAY MINING & MILLING CO: et al.

Now, comes F. D. Nowell, Receiver of the properties of the defendants in the above-entitled and numbered cause, and shows to the Court:

1st. That heretofore, to wit, on the 16th day of April, 1901, upon a report and petition of your receiver then presented this Honorable Court made an order of that date herein, whereby the Receiver, aforesaid, was authorized to borrow on Receiver's Certificates the sum of One Hundred and Fifty Thousand (\$150,000.00) dollars, and to disburse the same as therein directed, reference being here made to said report and petition and order for all the particulars therein contained.

2d. That before the negotiations preliminary to the borrowing of said money, and the issuance of the certificates, as in said order authorized, where completed, the defendant companies began certain negotiations for a sale of the said properties, which negotiations had reached a point where it was believed such sale would be consummated. That in the event of such sale being made, the total indebtedness of the said Companies, including the expenses of the

(Testimony of Thomas S. Nowell.)

receivership, and all the receiver's indebtedness, would have been paid off and discharged, thereby rendering any further continuance of this receivership unnecessary. That your receiver therefore suspended the negotiations for the loan authorized in the order aforesaid, so as not to further complicate matters in the event such sale should be consummated. That the negotiations looking to a consummation of such sale failed, and have now been finally broken off.

3d. That the necessity for the issuance of Receiver's Certificates and the raising of money to pay off indebtedness and expenses of the Receiver, and to develop and preserve the properties of the defendant companies, shown in the application and report of your Receiver, upon which the order aforesaid was based, still exists; and reference is here made to said application and report for all the particulars therein contained. But your receiver further shows that during the current year the mining properties in his hands have been carefully examined by mining experts in behalf of the holders of the stock and bonds of the defendant companies. That as a result of such examination it is believed that the amount of money required for the purposes aforesaid will exceed the sum named, to wit: \$150,000.00, and should be increased to the sum of One Hundred and Ninety Thousand (\$190,000.00) Dollars. That the borrowing of the sum last aforesaid on Receiver's Certificates for the purpose of paying off the Receivers' indebtedness,

(Testimony of Thomas S. Nowell.)

and developing the properties aforesaid, is recommended to your Receiver by a majority of the stock and bondholders of the defendant companies, and they will actively assist your Receiver in obtaining such loan, if the same shall be authorized by this Court, and arrangements are now pending to that end. And in order that there should be as little delay as possible in paying off at least a portion of the Receiver's indebtedness there was placed in his hands on the 14th day of October, 1901, the sum of \$45,000.00 by intending purchasers of such certificates when issued, for which your receiver has given a receipt to be replaced by receiver's certificates to that amount, should the same be authorized by this Honorable Court.

Wherefore your Petitioner prays:

First. That the order of April 16th, 1901, be cancelled, set aside and for naught held.

Second. That an order be made of this date authorizing your Receiver to borrow the sum of \$190,000.00, and issue Receiver's Certificates therefor, in such amounts as may be necessary and most convenient; and that such certificates be secured by a first lien upon the properties of the defendant Companies in his hands.

Third. That out of the proceeds of said loan, your receiver be authorized to pay off all the receiver's present indebtedness, including the certificates heretofore issued.



(Testimony of Thomas S. Nowell.)

Fourth. That the balance of said money be used by your receiver for development and betterments of said properties.

Fifth. That said certificates bear interest from the 14th day of October, 1901, at a rate not exceeding eight per cent per annum, and that certificates to the amount of \$5,000.00 be used to take up the receipt of that date for said sum now in the Receiver's hands; and that in the sale of the balance of said certificates the accrued interest be accounted for by the purchasers to the receiver; and that your receiver be authorized to pay out said \$45,000.00 at once as follows: The legal expenses of the Receiver, and all sums due and owing of less than \$50.00 in amount to be paid in full; and on all other indebtedness 40% thereof, the balance to be paid as fast as funds come into his hands from the sale of said certificates;

Fifth. And for such other orders and directions as to the Court may seem proper.

FRED 'K D. NOWELL,  
Receiver.

J. H. COBB,  
Attorney for Receiver.

United States of America,  
District of Alaska,—ss.

Fred D. Nowell, being first duly sworn, depose and say; I am the receiver mentioned in and who subscribed the above and foregoing Report and Petition; I have read over said instrument and know the con-

(Testimony of Thomas S. Nowell.)

tents thereof, and the matters and things therein set out are true as I verily believe.

FREDK. D. NOWELL,

Subscribed and sworn to before me this 29th day of October, 1901.

[Seal]

PEARL PETTIT,

Notary Public for Alaska.

[Endorsed]: 603. In the U. S. District Court for Alaska, Div. No. 1. Decker Bros. (No. 603), vs. Berners Bay Mining & Milling Co. et al. Petition. Filed Oct. 29, 1901. W. J. Hills, Clerk. By \_\_\_\_\_, Deputy. Malony & Cobb, Att'y. for Rec.

Mr. BARNHILL.—If the Court please, I now exhibit a petition of Receiver F. D. Nowell to this Court in this cause filed November 22, 1902, in which he asks leave to borrow money and issue receiver's certificates therefor. This is a petition—being the basis of an order which was introduced yesterday. I now offer it in evidence.

Mr. SHACKLEFORD.—The International Trust Co. object for the reason that the said petition was filed in this cause prior to the time the International Trust Company became a party thereto and was made ex parte. For the further reason that it appears upon the face of the said petition that the receiver's certificates prayed for were to be used for the purpose of developing the property in the hands of the receiver and running and operating the same for the purpose of exploring the said property to determine

(Testimony of Thomas S. Nowell.)

what could be found therein. For the further reason that it appears upon the face of the said petition that no sufficient legal ground was stated therein to authorize the Court to issue receiver's certificates. For the further reason that the Court was without jurisdiction to appoint a receiver or authorize the issuance of said Receiver's certificates. For the further reason that the International Trust Co., had no notice whatever of the filing of the said petition and of the application made thereunder.

COURT.—Objection overruled. It may be admitted.

Mr. BARNHILL.—I ask that it be marked filed by the Receiver as Receiver's Exhibit No. 46.

COURT.—It may be so marked.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 46:)

**Receiver's Exhibit No. 46 [Petition of F. D. Nowell to Issue Certificates, Dated Nov. 21, 1902].**

Filed Apr. 12, '07. Receivers Exh. No. 46. C. C. P., Clerk.

*In the United States District Court for Alaska, Division No. 1, at Juneau.*

DECKER BROS.,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO. et al.,  
Defendants.

(Testimony of Thomas S. Nowell.)

Now comes F. D. Nowell, Receiver, and shows to the Court.

1.

That the assets of the defendant Companies in the hands of the Receiver herein aggregate the sum of \$2,216,995.11, as is fully shown in your Receiver's Report No. 2 on file herein.

2.

That at the request of the defendant companies and in accordance with his own judgment of his duties in the premises, and by consent of the Court, your receiver has for some time past been developing the above-named properties with a view to their future operation, but that all the funds for said purpose have become exhausted, and the development necessary to be done is still incomplete.

3.

That in order to successfully operate said properties it has become necessary in the opinion of your Receiver to run nine hundred feet of tunnel, one thousand feet of drifts, and an eight hundred foot upraise, which would in the opinion of your receiver, cost approximately \$60,000.00.

4.

That as soon as said development work is done, the value of the assets of said companies will be enhanced far beyond the cost of such work. That such development work and improvement is, in the judgment of your Receiver, necessary for the proper care and preservation of said properties as a busi-

(Testimony of Thomas S. Nowell.)

ness enterprise, and that this opinion is concurred in by the defendant companies themselves, and by the holders of a large majority of their indebtedness and by the holders of a large majority of the capital stock and bonds of said companies, by whose advice and consent this application is made.

That if such development work is done by your Receiver it will enable the defendant Companies herein to resume the management of their business at a much earlier date than otherwise, and enable your receiver to preserve said properties, not only without deterioration in value, but to enhance such value. That while the assets of said Companies *is any* event ample security for any indebtedness, your receiver shows that unless the development of said properties is pushed forward in a proper manner, it will necessarily result in loss to the stockholders.

5.

Your receiver further shows that the value of said properties has been so well established, and the necessity and utility of such work is so apparent, that your receiver, if authorized by this Court, can procure such funds upon ordinary Receiver's certificates, bearing not to exceed eight per cent interest, payable on or before \_\_\_\_\_ from date.

6.

Your receiver further says that he is satisfied that it is for the best interests of all parties and necessary for the proper preservation of the assets of said companies, now in his hands as receiver, that he

(Testimony of Thomas S. Nowell.)

be authorized to borrow on such certificates for the purpose of said development work, a sum not exceeding \$60,000.00, and that the sum of \$25,000.00 may be issued immediately, and the balance of the \$60,000.00, upon the further order of this Court.

And to secure such loan of \$60,000.00 upon the mines, mill, water rights, railroad, tramways, and all other properties of the Berners Bay Mining & Milling Co., the Northern Belle Gold Mining Co., Seward Gold Mining Co., and the Ophir Gold Mining Co., now in the hands of the Receiver, and that such certificates so issued be placed upon an even basis with all certificates heretofore issued to be paid pro rata and in no manner to be inferior thereto.

And having laid this matter fully before the Court your Receiver prays for such order and for such other and further instructions in the premises, as to the Court may seem proper.

FREDK. D. NOWELL,

Receiver.

J. H. COBB,

Attorney for Receiver.

United States,  
District of Alaska,—ss.

I, F. D. Nowell, being first duly sworn, depose and say that I am the identical person named in the above and foregoing petition as Receiver, and that the matters and things therein stated are true to the best of my belief.

FREDK. D. NOWELL.

(Testimony of Thomas S. Nowell.)

Subscribed and sworn to before me this 21st day of November, A. D. 1902.

[Seal]

E. T. ROSE,

Notary Public in and for Alaska.

[Endorsed]: Original. No. 603. In the United States District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Petition. Filed Nov. 22, 1902. W. J. Hills, Clerk. By \_\_\_\_\_, Deputy. Malony & Cobb, Attorneys for Deft. Office, Juneau, Alaska.

Mr. BURTON.—I would like to enter a protest and objection. I would like to have the record show if there is no objection to it that all objections made by Mr. Shackelford to all petitions and orders subsequent to 1900 be considered as made by us. We are simply objecting to those subsequent to that date.

COURT.—Very well. The objection may be overruled.

Mr. BARNHILL.—I now exhibit a petition of the Berners Bay Syndicate by Robert A. Kinzie made and filed in this court on December 27, 1904, which mentions a contract heretofore made by and between Fred. D. Nowell, as Receiver, and Joseph MacDonald, and ratified by the Court, stating that they had expended and that development work had been done to the extent of \$28,264.13, and asking the Court to make an order for the issuance of a receiver's certificate. It is the basis of an order I introduced yesterday. I now offer it in evidence.

(Testimony of Thomas S. Nowell.)

Mr. SHACKLEFORD.—To which we object for the reason that said petition was not verified and that the action was had ex parte before the International Trust Company was made a party to the action. For the further reason that it is signed as of the Berners Bay Syndicate which is not known in the records and filed of the case. We object to the petition on the ground that the petitioner is not a party to the record and has no right to intervene herein without leave of the Court and to that I add the objections stated in the last objection.

COURT.—It may be overruled.

Mr. BARNHILL.—I ask that it be marked as filed by the Receiver Exhibit No. 47.

COURT.—It may be so marked.

Mr. COBB.—I am willing to stipulate that those representing the subsequent issues of certificates may save their objections and exceptions without formally repeating them each time.

COURT.—Let the record show that.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 47:)

**Receiver's Exhibit No. 47 [Petition of Berners Bay Syndicate, Filed Dec. 27, 1904].**

Filed Apr. 12, '07. Receiver's Exh. No. 47. C. C. P., Clerk.



(Testimony of Thomas S. Nowell.)

*In the United States District Court for the District  
of Alaska, Div. No. 1.*

No. 603.

E. O. DECKER and JAY DECKER

vs.

BERNERS BAY MINING & MILLING CO.

PETITION.

Comes now Berners Bay Syndicate by Robert A. Kinzie and states to the Court that under the contract heretofore made by and between Fred. D. Nowell, as Receiver, and Joseph MacDonald, heretofore ratified by this Court, that the successor and assignee of the said Joseph MacDonald has laid out and expended in development upon the property mentioned in said contract the sum of \$28,264.13.

Wherefore, said Berners Bay Syndicate petition and request this Honorable Court that an order be made directing that Receiver's Certificates be issued payable to said Berners Bay Syndicate in the sum of \$28, 264.13.

BERNERS BAY SYNDICATE,

By ROBT. A. KINZIE.

[Endorsed]: # 603. Decker Bros. vs. Berners Bay Mg. Co. Petition of Berners Bay Syndicate. Filed Dec. 27, 1904. W. J. Hills, Clerk. By \_\_\_\_\_, Deputy.

Mr. BARNHILL.—I have a petition or rather a report of Receiver F. D. Nowell filed in this case on

(Testimony of Thomas S. Nowell.)

January 30, 1905, in which he reports some work done under the MacDonald contract to the amount of \$20,000.00 and asking that he be permitted to issue receiver's certificates in payment of said contract. It is the basis of the order I introduced yesterday. I offer it in evidence.

Mr. BURTON.—I would like to stipulate the same as Mr. Cobb.

Mr. BARNHILL.—We agree to the stipulation.

Mr. SHACKLEFORD.—To which the International Trust Company object for the reason that the said petition or report of the receiver is not properly verified. For the further reason that the said report was filed herein and action had thereunder before the International Trust Company was made a party to the action. And for the further reason that the contract with Joseph MacDonald did not provide for the issuance of any receiver's certificate in which any provision should be made for priority over any other lien and reiterate the objection last above fully stated.

COURT.—Objections overruled.

Mr. BARNHILL.—I ask that it be marked as filed by the Receiver Exhibit No. 48.

COURT.—It may be so marked.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 48:)

(Testimony of Thomas S. Nowell.)

**Receiver's Exhibit No. 48 [Report of F. D. Nowell,  
Dated Jan. 30, 1905].**

Filed Apr. 12, '07. Receivers Exh. 48. C. C. P.,  
Clerk.

*In the United States District Court for Alaska, Di-  
vision No. 1, at Juneau.*

No. 603.

DECKER BROTHERS,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO. et al.,  
Defendants.

REPORT OF RECEIVER.

Now, comes Fred D. Nowell, receiver of the prop-  
erties of the defendant companies herein, and re-  
spectfully shows to the Court:

That under and pursuant to the contract with  
Joseph MacDonald, approved May 23d, 1904, and  
on file herein, there has been expended by the said  
MacDonald and associates, upon the development  
work mentioned in said contract, the full sum of  
\$29,861.99 dollars, as the actual cost thereof, vouch-  
ers for which have been furnished and approved as  
correct upon full examination by your receiver.  
That of said amount this Court has already allowed  
the sum of \$20,636.60 dollars by order dated Decem-  
ber 31st, 1904, but because of delay in printing the  
blanks said certificates have not as yet been actually

(Testimony of Thomas S. Nowell.)

issued. That under the terms of said contract, the said MacDonald is now entitled to have and receive certificates for the further sum of \$9225.39 dollars.

That in addition to the above sums the said MacDonald has presented claims for certain further sums which your receiver has not yet been able to examine sufficiently to pass upon their correctness.

Wherefore your receiver prays for an order authorizing him to issue certificates in payment for said work to the amount of the said sum of \$29,861.99 dollars, without prejudice to the additional claims mentioned above.

FREDK. D. NOWELL.

Subscribed and sworn to before me this 30th day of January, 1905.

J. H. COBB,

Notary Public in and for Alaska.

J. H. COBB,

Atty. for Receiver.

[Endorsed]: Original. No. 603. In the United States District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiff, vs. Berners Bay Mining & Milling Co. et al., Defendants. Report of Receiver and Application for Authority to Issue Certificates. Filed Jan. 30, 1905. J. J. Clarke, Clerk. By \_\_\_\_\_, Deputy. Malony & Cobb, Attorneys for \_\_\_\_\_. Office, Juneau, Alaska.

Mr. BARNHILL.—I now exhibit a petition of receiver Fred. D. Nowell to this Court filed in this cause on the 14th day of July, 1905, in which he spec-

(Testimony of Thomas S. Nowell.)

ifies other work which has been done under the Mac-Donald contract and ask leave to issue receiver's certificates therefor. It is the basis of an order which I introduced yesterday and I now offer it in evidence.

Mr. SHACKLEFORD.—To which the International Trust Company makes the same objection as last indicated and the further objection that the petition is not verified at all.

COURT.—Overruled. It may be admitted.

Mr. BARNHILL.—I ask that it be marked filed by the receiver Receiver's Exhibit No. 49.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 49:)

**Receiver's Exhibit No. 49 [Petition of F. D. Nowell  
to Issue Certificates Filed July 14, 1905].**

Filed Apr. 12, '07. Receivers Exh. 49. C. C. P.,  
Clerk.

*In the United States District Court for Alaska, Di-  
vision No. 1, at Juneau.*

No. 603.

DECKER BROTHERS,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO. et al.,  
Defendants.

(Testimony of Thomas S. Nowell.)

### PETITION OF THE RECEIVER.

Now, comes F. D. Nowell, Receiver herein, and respectfully shows to the Court:

That in the month of May, 1904, the defendants herein made and entered into a contract with Joseph MacDonald for the performance of certain development work on the Kensington and Eureka Lode Mines, in the hands of your receiver, and under orders of the Court your receiver as such became a party to said contract; that said contract among other things provided that the work so done should be paid for in certificates to be issued by your Receiver; a duplicate original of said contract is on file herein and is here referred to for all the particulars therein contained.

That all the expenses incurred by the said MacDonald under said contract have been approved and ordered paid by this Court except the sum of \$3,765.25, vouchers for which at the time said accounts were passed upon had not been furnished; that said amount is composed of the following items.

Coal.....	\$2140.41
Expenses of Mill.....	1179.77
Expenses of perfecting titles.....	1253.75
General Expenses.....	774.95
Expenses Boarding House.....	334.56
Nowell Bros.....	43.80

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Total ..... 5627.24

(Testimony of Thomas S. Nowell.)

Of the above amount this Court has passed upon and allowed the sum of \$1861.99, leaving a balance of \$3765.25. That your Receiver has carefully examined into said claim, and believes the same to be just, true and correct, and a proper allowance under the terms of the contract.

Wherefore, your Receiver prays that Court will be pleased to hear such proof as may be deemed proper as to said claims and if found correct, that the receiver be authorized to issue to the said Joseph MacDonald a certificate for said amount.

F. D. NOWELL,  
Receiver.

J. H. COBB,  
Counsel.

[Endorsed]: Original. No. 603. In the United States District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Petition of the Receiver. Filed July 14, 1905. C. C. Page, Clerk. By —————, Deputy. J. H. Cobb, Attorney for Receiver, Office, Juneau, Alaska.

Mr. BARNHILL.—If the Court please I now exhibit a report of the Receiver F. D. Nowell to this Court filed in this cause on July 4, 1904, in which he reports the work done under the MacDonald contract and asks the Court to ratify the same. It is the basis for an order heretofore introduced. It is for the purpose of supporting the theory of the receiver

(Testimony of Thomas S. Nowell.)

in regard to the MacDonald contract and I offer it in evidence.

COURT.—Can it not be taken out of that bundle?

Mr. BARNHILL.—This is the same report as one of the exhibits which I took out yesterday and I think it could be.

Mr. BOYCE.—Why not let the record show that they are filed.

Mr. BARNHILL.—It is attached to Exhibit No. 21  
41 of the receiver. I now offer it in evidence.

Mr. SHACKLEFORD.—To which we reiterate the last objection indicated and the further objection that the report of the receiver is not properly verified and that the same is not a report at all for it appears from the substance of the same to be a statement with a part of the exhibits attached thereto.

COURT.—Overruled it may be admitted.

Mr. BARNHILL.—I ask that it be marked as filed by the receiver Exhibit No. 50.

COURT.—It may be so marked.

(Whereupon the following was marked and offered as Receiver's Exhibit No. 50:)

**Receiver's Exhibit No. 50 [Report of F. D. Nowell].**

Filed Apr. 12, '07. Receivers Exh. No. 50. C. C. P., Clerk.



(Testimony of Thomas S. Nowell.)

*In the United States District Court for Alaska, Division No. 1, at Juneau.*

No. 603.

DECKER BROTHERS,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO. et al.,  
Defendants.

REPORT OF F. D. NOWELL RECEIVER.

Now, comes F. D. Nowell, receiver of the properties of the defendant Companies herein, and in obedience to the directions of the Court herein, makes the following Report, to wit:

1st. The formal consent of the bondholders of the issuance of the Receiver's certificates herein, and ratification of all such certificates, has been obtained and is herewith filed marked Exhibits A and B.

2d. A full statement of the outstanding Receiver's certificates is hereto attached marked Exhibit C.

3d. A statement of the Receiver's liabilities other than as evidenced by the certificates but including the interest on said certificates to May 31st, 1904, is hereto attached marked Exhibit D.

4th. A statement of the cash receipts of the Receiver from August 1st, to May 31st, 1904, is hereto attached, marked Exhibit E.

5th. A statement of the cash disbursements of the Receivers from August 1st, 1903 to May 31st, 1904, is hereto attached marked Exhibit F.

(Testimony of Thomas S. Nowell.)

6th. Your receiver further reports that in accordance with the directions of the Court he has entered into a contract with Joseph MacDonald, set out in his petition filed herein May 13th, 1904, and the said MacDonald now has a large force of men at work driving the Kensington Tunnel as rapidly as it can reasonably be done.

Respectfully submitted,

J. H. COBB,  
Attorney.

F. D. NOWELL,  
Receiver.

District of Alaska,—ss.

F. D. Nowell being duly sworn, on oath, says that the above and foregoing report made by him as Receiver is true in substance and in fact.

[Seal]

J. H. COBB,

Notary Public in and for Alaska.

Mr. BARNHILL.—I think that is all the receiver cares to introduce at this time. The defendant can cross-examine if they wish.

Cross-examination.

Q. (By Mr. SHACKLEFORD.) When was the Berner Bay Mining & Milling Company organized?

A. In 1892, I think it was organized.

Q. What was the original capitalization?

A. One million dollars.

Q. To whom was that stock issued?

A. The stock was issued in full payment of the capital stock of the company.

Q. It was issued to whom?

(Testimony of Thomas S. Nowell.)

A. Issued originally to the company and then transferred.

Q. Is it not a fact that it was all issued except four shares to Willis E. Nowell?

A. It was issued to him in payment for the property.

Q. Thereafter what increase in the capital stock was made?

A. The increase was not until 1896—the capital was increased to two and a half million.

Q. To whom was the additional stock issued?

A. Five hundred thousand shares were issued for the bank.

Q. I asked to whom?

A. Well the million was issued to Willis E. Nowell to be issued to George M. Nowell to hold in trust without participating in the dividends until the million dollars had been paid.

Q. The other five hundred thousand was issued to Willis E. Nowell.

A. I am not certain as to that.

Q. I will call your attention to the verified Plea of Intervention on behalf of George M. Nowell and Gilmer Clapp filed in this action of the 11th day of April, 1907, in which you swear that Willis E. Nowell was the owner of 17922 shares of the company stock.

A. That included the 1000 shares that were issued to George M. Nowell in trust with the right to represent them. That stock still remained with the company.

(Testimony of Thomas S. Nowell.)

Q. That also included the other five hundred thousand?

A. I think that more than likely it is. I would like to see the stock ledger. It shows that on December 18, 1897, Thomas S. Nowell issued to the Treasury 2119 shares—on December 28th 100 shares and one share, 1145 shares, 150 shares, 200 shares. In all 4515 shares.

Q. I am asking you now about Willis E. Nowell's 17,000 shares.

A. The stock was issued in payment for the property—it was standing in his name.

Q. On or about the 24th day of June, 1896, Willis E. Nowell conveyed certain property to the Berners Bay Mining and Milling Company?

A. He did.

Q. And the 15,000 shares and the additional 1,500,000 shares was issued in consideration of that conveyance? A. Certainly no doubt about it.

Q. Now, then, Mr. Nowell, you said yesterday in the presence of the Court that the stock which was held by the Endicotts and others were given as bonus?

A. In the main.

Q. In the main?

A. Yes, sir. In regard to Mr. William Endicott, he is the attorney I had, he purchased 100 shares to pay costs and the rest was all bonus.

Q. You don't mean to convey the impression to the Court that he subscribed for it and did not pay anything?

(Testimony of Thomas S. Nowell.)

A. I do not mean that. I only mean to say the stock was issued to him as bonus for negotiating for the furnishing of the money.

Q. You know as a fact that every dollar of the stock had been fully paid for?

A. Fully paid on the acquiring of the property.

Q. I desire to call your attention to the answer filed by you in this case in the month of April, 1906.

COURT.—What is the date?

Q. The answer was filed March 20th, 1906. “And further answering herein by way of affirmative defense and cross-complaint against the Berners Bay Mining & Milling Company, Ophir Gold Mining Company, Seward Gold Mining Company and Northern Belle Mining Company and the International Trust Company he alleges as follows: “Second, after alleging that the company is indebted to you, That the debt aforesaid is superior to and entitled to priority of payment out of the properties of the said defendants or the proceeds thereof in the hands of the Court, prior and superior to the mortgage indebtedness mentioned in the cross-complaint of the said International Trust Company, for that; at the time of the issuance and the same of the said Five Hundred (500) Bonds mentioned and set forth in said Cross-Complaint each and every of the purchasers of said bonds became and has ever since been a subscriber to the capital stock of the Berners Bay Mining & Milling Company to an amount equal to the face value of the bonds, so purchased by each of them, and for the stock so subscribed for and re-

(Testimony of Thomas S. Nowell.)

ceived by each and every of said bondholders, they failed to pay any consideration whatsoever and then and there became and ever since have been and now are indebted on account of said subscription to said stock in an amount equal to or exceeding the bonded indebtedness as aforesaid. That the cross-complainant, the International Trust Company has no beneficial interest whatsoever in and to said mortgage and is suing herein solely for the use and benefit of said stock and bondholders. Now, I desire to call your attention to that answer and ask you if you swore to the same.

Mr. COBB.—We object to going into this phase of the case as not proper cross-examination.

COURT.—I am inclined to overrule the objection, it is merely a question of the order of proof.

Q. I ask you if you swore to that answer?

A. I certainly did, that is my signature.

Q. Now, Mr. Nowell, the statement in this answer to the effect that the holders of the bonds became and ever since have been and now are indebted on account of said subscription to said stock in an amount equal to or exceeding the bonded indebtedness is not true is it?

Mr. COBB.—Objected to as being a legal conclusion a conclusion to be tried by the Court.

COURT.—Overruled. He may make whatever objection he may desire to.

A. If you will please state that again.

Q. I say the statement contained in your answer as follows: that each and every of said bondholders

(Testimony of Thomas S. Nowell.)

failed to pay any consideration whatsoever and then and there became and ever since have been and now are indebted to the company in an amount equal to the bonds is not true, is it?

A. Well, I don't know the condition of the stock as it stands, but it may be that I do not fully understand the statement set forth there.

Q. It is not as a matter of fact true that Henry Endicott is indebted to the Berners Bay Mining & Milling Company for the amount stated?

A. I don't think they are myself.

Q. The stock has been paid for—all which is shown here?

A. It is fully paid stock, no doubt about that.

Q. That is what I want to get at. Now, Mr. Nowell, I desire to call your attention to an agreement which was introduced in evidence between yourself, your two sons and Wallace Hackett—it bears the date of February 26, 1903.

A. That is my signature.

Q. When was it executed?

A. The 26th of February, 1903.

Q. Do you remember where you were when it was executed?

A. I do not, I think in Alaska, I know Mr. Hackett signed it and sent it out here for our signatures.

Q. When was the McDonald contract made?

A. The record shows.

Q. Have you any recollection about that?

A. I could not say.

(Testimony of Thomas S. Nowell.)

Q. You know as a matter of fact that it was a year or fifteen months subsequent to that time that the McDonald contract was made?

Mr. BARNHILL.—Object to that—the record is the best evidence.

COURT.—He may state if he knows.

A. I do not remember the date.

Q. You don't remember the date?

A. The McDonald contract was passed upon and executed here while I was in the east.

Q. But not at the time this agreement was executed?

A. That, as I understand it, was executed prior to the McDonald contract.

Q. What contract did you have in view at the time you made that contract?

A. That agreement was made for the purpose of facilitating the contract in order to develop the property and to be able to settle that and make a contract.

Q. What contract did you have in view at that time? A. I could not say.

Q. Do you say that it was the MacDonald contract you had in view?

A. I said that the MacDonald contract was in view at the time.

Q. At the time it was executed—was it or was it not?

A. As to the dates I am not certain, absolutely. I know that the contract was executed for the purpose of facilitating matters.



(Testimony of Thomas S. Nowell.)

Q. You know as a matter of fact that the contract between your sons and yourself and Hackett was executed at that time?

A. I don't think it was executed at that time.

Q. Was it executed prior or subsequent to that date?

A. I would have to refer to the contract in order to answer that question.

Q. You have not that with you?

A. I have not.

Q. Have you it among your records?

A. I think I have. I do not think the contract was in existence at that time.

Q. Would you mind bringing that up?

A. I will do so. I have a copy—I could not bring up the original.

Q. Ever since the organization of the Berners Bay Mining & Milling Company you and the members of your family have had the controlling interest in the capital stock.

A. We have.

Q. When the receiver was appointed in this action it would have been to the benefit of the bondholders to have closed up the receivership business?

Mr. COBB.—We object to that.

COURT.—Objection sustained.

Q. Is it not true that you have sought to continue this receivership from time to time so as to retain your interest in the property—and keep it from going to the bondholders?

A. No such desire. My object has always been to so develop and improve the property and pay off

(Testimony of Thomas S. Nowell.)

every debt and if we had been let alone we would have done so long ago. The value of the property justifies that statement in my judgment.

Q. I will ask you if it is not true that there have been times since the institution of this receivership in which you claim the mortgage was prior to the receiver's certificates?

A. I never made such representations to my knowledge.

Q. Not to anyone?           A. No, sir.

Q. On the contrary you have claimed that the certificates were prior to the mortgage?

A. I have.

Q. And you have so represented it to everybody with whom you have had any dealings who were interested in the property?

A. I have so far as I remember.

Q. Mr. Nowell, the contract which was introduced in evidence attached to the receiver's report of July 11, 1902, which is commonly known as the Mines Securities Contract, I will ask you if that covered all the property in the hands of the receiver?

A. No, it does not.

Q. It only covered the Northern Belle Gold Mining Company?           A. Yes, sir.

Q. If the deal had gone through all their property would have been lost?

A. Didn't that benefit the bondholders?

Q. In addition to that—in addition to the contract the bondholders were all certificate holders to the amount of \$375,000.           A. \$350,000.

(Testimony of Thomas S. Nowell.)

Q. That contract was never carried out?

A. It was not.

Q. It has lapsed? A. It has.

Q. The MacDonald contract which was referred to yesterday has terminated? A. It has.

Q. Mr. MacDonald and his associates refused to take the property, didn't they?

A. They wanted further time to do further development work.

Q. At one time you granted an extension?

A. They wanted further time.

Q. And instead of that you entered into negotiations with other parties?

A. No, the people in the east did not think it would be fair. In fact, we very much doubted if the Court would consent to any further time and we agreed that it should be closed.

Q. You proceeded to enter into negotiations with other parties after that?

A. I did with Mr. Thane.

Q. There was a time Mr. Nowell when you and your sons claimed that under the MacDonald contract that Mr. MacDonald and his associates were not entitled to the certificates.

A. Never to my knowledge.

Q. You never claimed that he ought to take the property under the contract?

A. No, not to my recollection. The only issue between MacDonald and myself and associates was that they wanted further time to develop the property in

(Testimony of Thomas S. Nowell.)

order to open up a largé vein and they were perfectly willing to spend their money to do it.

Q. That was the nature of your disagreement—whether they should have further time or not?

A. Yes, sir.

Q. Now, when this release of the mortgage deed of trust was sent out here by Mr. Hackett to the First National Bank what had you to do with that release?

A. I had nothing to do with the release. It was sent to the First National Bank.

Q. Why was not the release recorded?

A. For the reason that the MacDonald contract was not concluded. That is all.

Mr. BARNHILL.—If the Court please, as an order of proof we have one witness, Mr. Kinzie. I understand it is only a question of an exhibit and ask that he be sworn at this time.

Mr. COBB.—With the permission of the Court I will examine this witness.

COURT.—Go ahead.

**[Testimony of Robert A. Kinzie.]**

ROBERT A. KINZIE, a witness called on behalf of the receiver having been first duly sworn, testified as follows:

Direct Examination.

(By Mr. COBB.)

Q. What is your name?

A. Robert A. Kinzie.

Q. What is your age?

A. Thirty-three.

Q. What is your occupation?

A. Miner.

(Testimony of Robert A. Kinzie.)

Q. What position do you hold, if any?

A. I am superintendent of the Alaska Treadwell Gold Mining Co.

Q. State to the Court how long you have been engaged in the mining business—what has been the extent and length of your experience in that line of business?

A. Do you mean in the actual occupation of mining?

Q. I want you to give as accurate an idea as you can of your qualifications as a miner?

A. Well, since I left college—I was first in the quicksilver mines in California as surveyor, for a short time. Then I went into Ross E. Brown's office in San Francisco as assistant in the examination of mining property. From there I went to Mexico. I was with Mr. Brown for quite a while. After that I was with Mr. F. W. Bradley, another exploration company. I was with Mr. Bradley from that time close to two years. Then I left Mr. Bradley and took charge of the Tunwell and Delango mine. I was there about a year and a half and then I took up Mr. Bradley's exploration work again and I had general charge and care of the mines in the northern part of Mexico and from there I came to Alaska as assistant superintendent of this group of mines on Douglas Island.

Q. How long have you been general superintendent of the Treadwell and allied companies?

A. Something over—two years I think last September.

(Testimony of Robert A. Kinzie.)

Q. You have made a special study of the mining business?      A. Yes, sir.

Q. Do you know the property in controversy in this suit commonly known as the Kensington and Eureka Lodes?      A. Yes, sir.

Q. Did you ever examine that property?

A. The first time I saw that property I think was something over five years ago, I went up there to look over the property. Later on at the time—I forget the people's names from New York—

Q. The Venture Company?

A. I don't know whether that is the name or not. I don't know the name of the company. I went up with Mr. Wells and later I made an examination of the property for Mr. F. W. Bradley, and then had general charge of the work up there for him.

Q. Under what was known as the MacDonald contract?      A. Yes, sir.

Q. Mr. Kinzie, state to the Court what was the condition of that property as a mining property prior to the driving and completion of the Kensington tunnel by the receiver in this case.

Mr. SHACKLEFORD.—Objected to as irrelevant and immaterial. It seems to me that the condition of the property prior to the appointment of the receiver has anything to do with the validity of the certificates. The question is whether there is sufficient authority for the issuance of the certificates.

COURT.—Overruled. I am inclined to hear anything in regard to the surrounding circumstances

(Testimony of Robert A. Kinzie.)

and conditions so as to enable me to understand the case thoroughly.

A. Do you mean to say the entire property, the Kensington, Eureka and Johnson properties?

Q. Yes.

A. Well, with regard to the Johnson—

Q. Including the Johnson.

A. Simply the Kensington for which the tunnel was originally intended to open up—the only place that the Kensington ore body cropped out and could be seen was on the surface close to the top of the mountain and on that place where they had outcroppings there had been a small ditch had been sunk and a small stope opened up on the ground, and I should say at that time when we took it up it was simply a prospect—a likely looking prospect.

Q. In reference to the Eureka?

A. It was classed as a prospect. I do not think I would class it as a good looking prospect at that time.

Q. State to the Court what has been the result, has the property been developed by this tunnel?

Mr. SHACKLEFORD.—We urge the same objection. We believe the question is too general. It appears from the record in this case that the tunnel was subsequent as far as the Eureka lode is concerned.

COURT.—Overruled.

A. Well, you mean the effect of the driving of the cross-cut.

(Testimony of Robert A. Kinzie.)

Q. Is it extended now upon both?

A. As regards to the Eureka it has opened up ore bodies on the ground which did not show on the surface, and in regard to the Kensington ore bodies the cross-cut showed up more ore. The object of the cross-cut tunnel was to determine whether the ore body had any depth.

Q. Do you know approximately the depth of those lodes where they were crossed by the tunnel?

A. Not exactly.

Q. Approximately?

A. The Kensington was something like 700 feet, the Eureka something over 200 feet. That is simply my recollection as to that.

Q. Do you know the approximate cost of the driving of that tunnel—I don't mean the exact cost.

A. Yes, sir.

Q. State to the Court whether or not the properties have been improved in quality or value to a greater extent by the driving of the tunnel than would be the cost of it? I will withdraw that and put it this way. State whether or not the driving of the tunnel known as the Kensington tunnel has added to the value of this property an amount greater than the cost of it.

Mr. SHACKLEFORD.—Objected to as incompetent, irrelevant and immaterial and having no bearing on the issues of the case.

COURT.—I am inclined to permit a reasonable amount of this examination for the purpose of en-



(Testimony of Robert A. Kinzie.)

abling me to have some information about the situation. Overruled.

A. I think it has.

That is all.

Mr. COBB.—There is one more matter I forgot.

Q. (By Mr. COBB.) Mr. Kinzie, was this map or plat I now hand you prepared under your supervision? A. It was.

Q. State what it represents.

A. It is a plat showing the plan of the various drifts and cross-cuts driven on the Kensington ore bodies. Also showing to a small extent simply the geological variations and also showing by diagram the average value of the ore of a given length of the tunnel. That is the assay value.

Q. That, then, simply shows the far end of the Kensington tunnel? A. Yes, sir.

A. And beyond the point where it crosses the point at the crossing of the Eureka?

A. Beyond the Eureka itself.

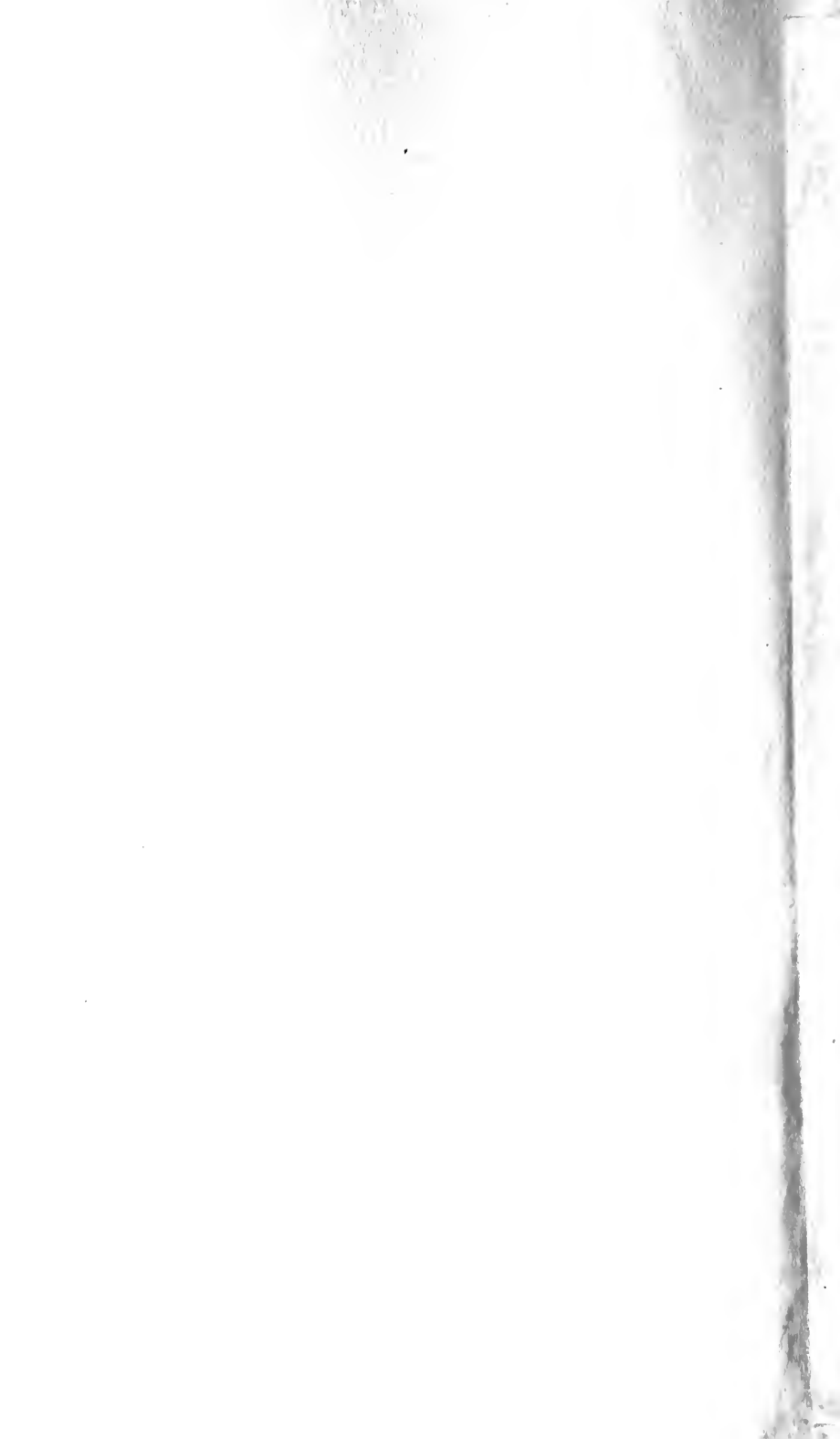
Q. State whether that map is accurately drawn and represents the conditions as they existed on the Kensington so far as the development work is given? A. It is.

Mr. COBB.—I offer it in evidence.

COURT.—It may be admitted.

(Whereupon the following was offered and marked as Exhibit of Receiver No. 51:)

(Here insert map marked Exhibit 51. Apr. 12, 1907. Exhibit of Rec'r & International Trust Co. A. W. Fox, Deputy Clerk.)









# KENSINGTON MINE

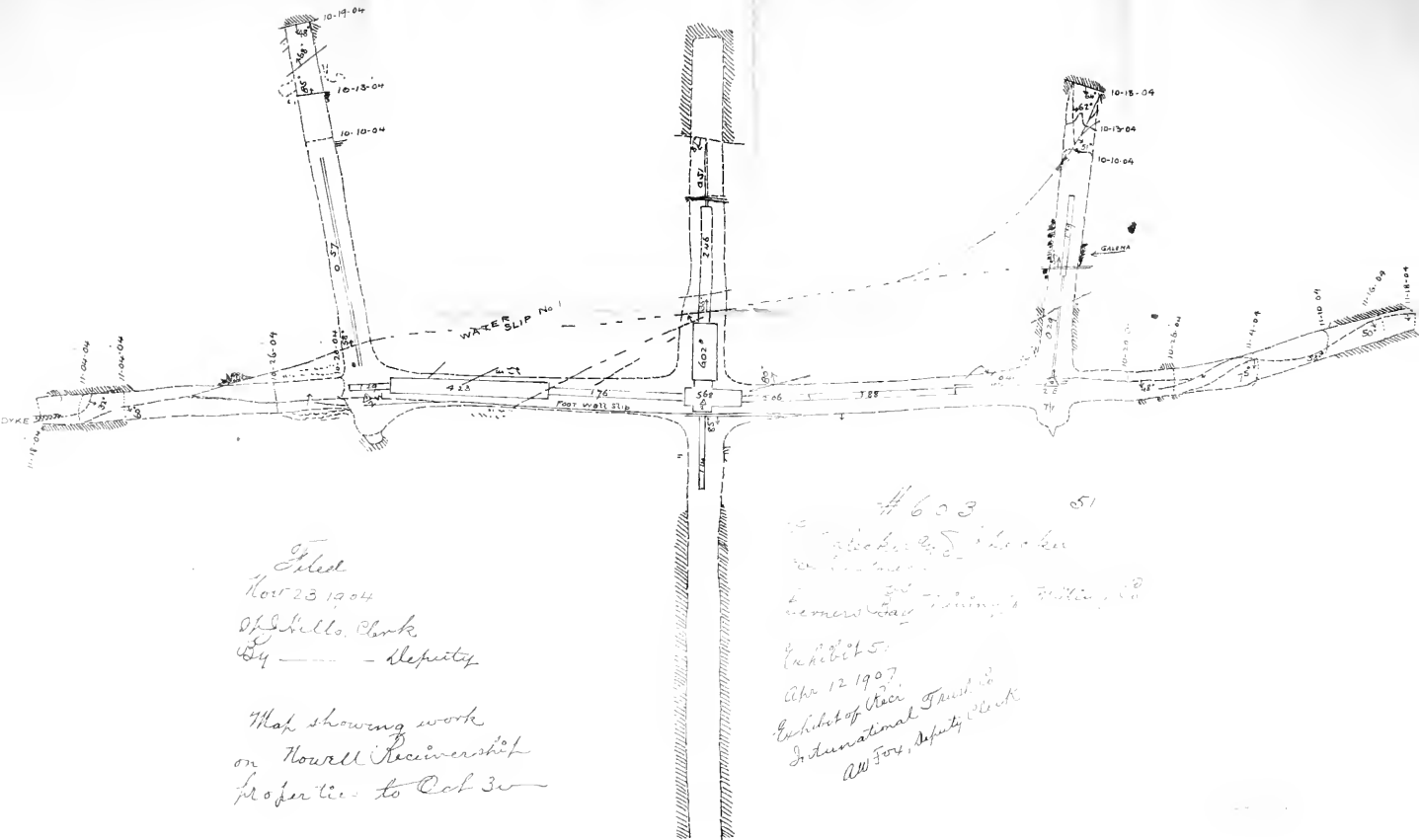
GEOLOGICAL MAP OF MAIN X-CUT LEVEL

LEGEND

SCALE 20 FT TO THE INCH

-  BAREN DIORITE
-  DYKE
-  SLIP & DIP OF STRIATION
-  QUARTZ VEINS
-  VEIN ROCK & SULPHURETS
-  SLIP IN DIORITE PART & TRANSFER ON BLACK SHALE

RECEIVER'S EXHIBIT NO. 51  
[Plat of Kensington Mine]



Filed  
Nov 23 1904  
D. J. Hills, Clerk  
By \_\_\_\_\_ Deputy

Map showing work  
on Howell Receivership  
for parties to Oct 30

#603 51  
Richard S. Jackson  
Receiver of the  
Kensington Mining & Smelting Co.  
Exhibit 5:  
Apr 12 1907  
Exhibit of the  
International Trust Co.  
Att. For. Deputy Clerk



(Testimony of Robert A. Kinzie.)

Q. When you first saw the property how far had the Kensington tunnel been driven?

A. I don't know. I think they were just starting it—I did not go down.

Q. When was that?

A. I could not say definitely—four or five years ago. Mr. Wells, a Mr. Schmidt and Mr. Harlan was up there.

Q. When did you first see the Eureka lode?

A. The Eureka lode, at that time.

Q. You saw it on the surface? A. Yes, sir.

Q. How long before or after the MacDonald Syndicate took charge of the property did you reach the Eureka lode? A. Reach the Eureka lode?

Q. Yes.

A. The Eureka lode is in the tunnel.

Q. It had already been located when the MacDonald Syndicate took hold of it? A. Yes, sir.

Q. How far did the MacDonald Syndicate drift?

A. I do not remember.

Q. When they struck the Kensington ledge they found the value of the ledge at the intersection of the cross-cut? A. In the ledge.

Q. Yes, on either of the ledges?

A. Yes, sir.

Q. They then drifted on the ledge?

A. Yes, sir.

(Testimony of Robert A. Kinzie.)

Q. What was the result of the drifting?

A. We passed through—I suppose I will have to use that word ledge.

Q. The ore body.

A. We drifted in both directions and at the intersection of the original cross-cut there were good metal values. As we drove in both directions those values decreased.

Q. Down to how much—do you remember?

A. I do not know the actual value. Below the value that would pay to work, that is in the side of the drift.

Q. Mr. Kinzie, what is the relation of this system of ore body, including the Johnson—the geographical situation?

Mr. COBB.—Objected to as not proper cross-examination.

COURT.—What is the question?

Mr. SHACKLEFORD.—I asked what is the relation of the three ore bodies?

COURT.—Overruled.

A. The directions of the face of the Kensington cross-cut—the Eureka ledge where it outcropped would be run at almost right angle and would be the first ledge cross-cut. In regard to the Kensington, the ore body, mind you not the ledge or anything of that sort, would be simply further up the hill in an easterly direction and the Johnson would be on the other side of the summit in reference to the Kensington.

(Testimony of Robert A. Kinzie.)

Q. How far from the summit?

A. It goes right to the summit.

Q. And in the same direction that the tunnel was originally run?

A. Not in the same direction as the tunnel—the tunnel would cross-cut the Johnson—cross-cut it a little north of east.

Q. It would—

A. The last portion of the cross-cut tunnel was driven—if it was driven through.

Q. It would penetrate it if it was continued?

A. It would.

Q. At the time the MacDonald Syndicate was doing this work they were interested in reference to the purchase of the mining claims which included all three of these ledges? A. Yes.

Q. Do you know who owned the Johnson ledge at that time, claimed it? A. I do not.

Q. At what time was it that MacDonald decided to abandon the contract?

A. I do not remember that.

Q. It was about December, 1904, was it not?

A. I think it was either in December or January. Let's see; it was before Christmas that we decided to let it go. I could answer that question, because I was up there Christmas day and the work had been stopped.

Q. Do you know how much was expended on the Kensington cross-cut?

A. The total amount of money expended by the company?

(Testimony of Robert A. Kinzie.)

Q. No, I mean the work of developing the mine?

COURT.—By whom?

Q. In its different stages of development?

A. I do not know positively now.

Q. How far had the ledge been drifted upon—how far had the tunnel been driven when the MacDonald Syndicate took hold of it?

A. I think the cross-cut was something like fifty feet beyond the Eureka ledge.

Q. How far?

A. I don't remember that exactly.

Q. Can you tell from this map?

A. The map does not show it. I think there is a station on there where you could get it from. At the intersection of the drift and the cross-cut. No, it is not on this one.

Q. How far did you drift—how far did the MacDonald Syndicate drift on the Eureka when in charge of it?      A. They did not drift at all.

Q. From what valuation of the Kensington and Eureka do you base your comparison so that you are able to state that the value of the improvements is in excess of the expense of the cross-cut?

A. Repeat the question, please.

Q. From what valuation of the Eureka and Kensington ledges do you base the comparison so that you are able to state as you have stated that the improvements on the same exceeded the cost of the cross-cut tunnel?

A. I do not—if you take the ore—in the first place, it would not be a question of exact figures, it



(Testimony of Robert A. Kinzie.)

would be simply a question of judgment whether it is more or less. You cannot reduce it to figures. But on the surface you had a body of ore which out-cropped in a small place a drift was driven on that body of ore and it opened up to about eight or ten times the extent of ore shown on the surface.

Q. On the Eureka?

A. In the Kensington—the whole extent of the ore opened up on this end of the Kensington mine. A very slight portion was indicated by the crop-pings. A drift was driven and this body was opened up and the value at that point determined. One was sunk at that end of the property and another was sunk thirty or forty feet on the ore body and we saw that we had ore on the entire level. As far as we could determine, heavy sulphite ore, and it had the same appearance as the ore at the other points. Now, on the strength of that the original idea was to sink that shaft and follow the ore body; but instead it was decided to figure where the ore body would go in depth and try to cross-cut it. The work was done and this ore body—while we cannot say that it is a continuous ore body, we have every reason to believe it is, because we found the same character of ore and as they carried practically the same values at the two ends—this fact before you, it stands to reason that there is more or less ore between them simply from experience in other mines, and if that ore did extend clear through and the ore body did carry values and had the same values at both places I think anyone would be at

(Testimony of Robert A. Kinzie.)

liberty to state that the value of the mine was considerably increased. The value of the ore in place disclosed by the prospecting done was considerably in excess of the cost of driving the tunnel.

Q. How much, do you remember, you expended in running the tunnel?

A. I remember \$18 a foot—that was the drifting contract.

Q. I am speaking of the whole tunnel—you figure that it would cost the same for the other people to do the work that it did you?

A. I think it did, if not more.

Q. At least that much?

A. At least that much, yes, sir.

Q. Mr. Kinzie, what is the value of the Eureka and Kensington ledges at this time?

A. I don't know.

Q. The only thing you are willing to state is that you are satisfied that the improvements exceed the cost?

A. Yes, sir, I believe I am perfectly at liberty to say that.

Q. Could you enlighten the Court any further as to your opinion as to the value of these two lodes as explored at this time?

A. Actual values?

Q. Actual values as far as you would recommend a client to pay for them?

A. No, I would not.

That is all.

Mr. BARNHILL.—I will call Mr. Behrends.

[**Testimony of B. M. Behrends.**]

B. M. BEHRENDS, a witness called on behalf of the receiver, having been first duly sworn, testified as follows:

Direct Examination.

Q. (By Mr. BARNHILL.) Kindly state your name, business and residence?

A. B. M. Behrends, banker and merchant, Juneau, Alaska.

Q. I will ask you if you were appointed as special master in the case now on trial, being Decker Brothers, plaintiff, against the Berners Bay Mining and Milling Company, defendant, during the year 1902?

A. I was.

Q. I now exhibit an order of this Court dated March 21st, 1902; was that the order?

A. I think it was.

Mr. BARNHILL.—I now exhibit an order of this Court signed M. C. Brown, Judge, filed June 11, 1902, and it is an order appointing Mr. Behrends special master, which I will offer in evidence.

Mr. SHACKLEFORD.—To which we object, for the reason that the order was made *ex parte* before the International Trust Company became a party to this action, and for the further reason that it is irrelevant, and immaterial, and for the further reason that nothing appears upon the record as a basis for the said appointment. And further it appears that the appointment was made for a purpose not

(Testimony of B. M. Behrends.)

contemplated by law. No power, judicial or otherwise, being vested in the special master.

COURT.—It may be overruled. Admitted.

Mr. BARNHILL.—I ask that it be marked as filed by the Receiver Exhibit No. 52.

COURT.—It may be so marked.

(Whereupon the following was offered and marked Receiver's Exhibit No. 52:)

**Receiver's Exhibit No. 52 [Order Appointing Special Master].**

Apr. 12, 1907. Recrs. Exhibit No. 52. A. W. Fox,  
Dep. Clerk.

*In the United States District Court for the District  
of Alaska, Division No. 1.*

DECKER BROS.,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO.,

Defendant.

APPOINTMENT OF SPECIAL MASTER.

And now on this 21st day of March, 1902, the Court being advised of certain contracts entered into by Thomas S. Nowell with the Mines Securities Co., of New York and a certain contemplated contract by the Receiver in this action and others for a cash sale, and it being evident to the Court that many differences exist among the various contracting parties, and the Court being uninformed as to the nature of each and believing it to be to the interest of

(Testimony of B. M. Behrends.)

the creditors as well as the defendant herein to send a person to New York where said matters are pending with power to investigate and report to the Court on the various propositions presented;

It is therefore considered and ordered by the Court that B. M. Behrends be and he is hereby appointed Special Master of this Court to forthwith visit New York, wait upon the contracting parties, bondholders, and creditors of the company defendant at Juneau, and to report what if any contract between the parties should be approved by the Court.

Done in open Court at Juneau, Alaska, this 21st of March, 1902.

By the Court.

M. C. BROWN,  
Judge.

[Endorsed]: 603. Decker Bros. vs. Berners Bay Mining & Milling Co. et al. Order Appointing B. M. Behrends, Special Master. Filed Jun. 11, 1902. W. J. Hills, Clerk. By ———, Deputy. Recr's Exhibit No. 52. April 12, 1907. A. W. Fox, Deputy Clerk.

Q. Under that order what did you do?

A. I went to New York and consulted with the bond and stockholders of the Berners Bay Mining and Milling Company.

Q. Did you consult with the bond and stockholders of the Berners Bay Mining and Milling Company?  
A. I did.

(Testimony of B. M. Behrends.)

Q. Do you remember at this time the names of the bondholders or some of them?

A. Upon my arrival I saw Henry Endicott, Keath, Plummer and Thomas S. Nowell.

Q. Were those the names of the bondholders that you consulted with at that time? A. Yes, sir.

Q. Do you think of any bondholder which you consulted with if there were any?

A. There was a meeting called, I was not quite satisfied on behalf of the Court that those were all the bond and stockholders and at this meeting there were perhaps ten or twelve people present that claimed to be bond and stockholders on this company but I could not name any other persons at this time.

Q. After you had this meeting and consultation with the bond and stockholders you came back to your home in Juneau? A. Yes, sir.

Q. Did you make a report to the Court?

A. Yes, sir.

Q. Is that the report you made?

A. That is the report.

Mr. BARNHILL.—If the Court please, I now exhibit this report and offer it in evidence. It is a report filed on June 11, 1902, made by Mr. Behrends.

Mr. BOYCE.—Is the report filed on the same date that the order was made?

Mr. BARNHILL.—From the record here it seems to be.

Mr. SHACKLEFORD.—The International Trust Company interposes the same objection as last stated

(Testimony of B. M. Behrends.)

to the order appointing the master. Also object to the report for the reason that the same is not properly verified; for the further reason that it is incompetent, irrelevant and immaterial and not within the power of the Court either to appoint a receiver, authorize the issuance of receiver's certificates or to permit the entering into of the contract with the Mines Securities Company or to appoint this master.

COURT.—Objection overruled. It may be admitted.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 53:)

**Receiver's Exhibit No. 53 [Report of Special Master].**

Apr. 12, 1907. Recer's. Exhibit 53. A. W. Fox, Dep. Clerk.

*In the United States District Court for Alaska, Division No. 1, at Juneau.*

No. 603.

DECKER BROTHERS,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING COMPANY et al.,

Defendants.

(Testimony of B. M. Behrends.)

### REPORT OF SPECIAL MASTER.

To the Hon. M. C. Brown, Judge of said Court:

On March 21st, 1902, pursuant to the appointment and order of the Court herein, I entered upon the duties of said appointment.

On March 23d, I left Juneau on the Steamer "Dolphin" for Seattle, where I waited three days for telegrams; I then proceeded to New York where I was met by Messrs. T. S. Nowell, W. Endicott, Wallace Hackett, and John F. Plumer, the principal stock and bondholders of the aforesaid companies.

The question of either selling the properties of the said Companies or bonding them, was discussed, but finally it was decided by all parties concerned that it was best to enter into a contract with the Mines Securities Company of New York, substantially in accordance with the terms of such contract heretofore made known to the Court.

This was the wish of all the New York and Boston stock and bondholders, and I informed them that I would advise the Court to ratify and approve the proposed contract provided that the bondholders of the defendant Companies would advance the sum of \$25,000 upon Receiver's certificates to be paid to local creditors. After several meetings, \$21,000 was finally subscribed, of which amount \$18,000 was paid into my hands in New York, and \$3,000 more was paid in after my return from Boston to New York; \$2,000 more has been placed to my credit since, and



(Testimony of B. M. Behrends.)

I am assured by T. S. Nowell that \$2,000 more will be placed to my credit within a week.

Upon investigation in New York and Boston, I find that the Mines Securities Company is a reliable concern, and it is the intention of said Company in the event the Court approves the proposed option given them on the properties of the defendant Companies, to have said properties examined by the best mining experts in the United States. Prof. Smythe, of Harvard, is expected out in June accompanied by M. Perrin, also a well known mining expert for the purpose of making such examination.

Should the Court ratify the said deal of the said Mines Securities Company, the local creditors will receive \$25,000 at once upon the indebtedness of the receiver; \$10,000 will be furnished the receiver at once to be expended upon the development of the properties, and \$15,000 more after examination by experts aforesaid, making in all \$25,000 to be expended in development work before January 1st, 1903.

Should matters, after such development work, prove satisfactory, the properties will be taken out of the hands of the receiver and the mines placed on a solid basis as per contract, a copy of which has been submitted to the Court. In the event that the contract should not go through at that time and the mining properties in question be found of less value than anticipated, the Court will have secured \$25,000 for the benefit of local creditors, which was advanced

(Testimony of B. M. Behrends.)

in the East by the parties most interested in the said properties.

My actual expenses, while absent on the business aforesaid, amounts to the sum of \$616.50 as per itemized statement hereto attached, and I was employed in and about said business, and was absent from my own private business a period of 40 days, for which the Court is asked to make such allowance as to your Honor may seem just.

In concluding my report, I cannot speak too highly of Mr. Willis Nowell who accompanied me and who rendered most efficient services to the business in hand.

B. M. BEHREND'S,  
Special Master.

Subscribed and sworn to before me this 28th day of May, 1902.

[Seal]

W. C. IRISH,  
Notary Public for Alaska.

Statement of Expenses.

Expenses from Juneau to Seattle.....	\$ 25.00
Incidentals .....	2.50
Hotel Bill while in Seattle, 3 days.....	18.00
Seattle to New York.....	75.00
Sleeping car and meals, etc.....	50.00
Hotel & Meals in New York, 10 days.....	125.00
Fare New York to Boston.....	8.00
Hotel expenses, Boston, 6 days.....	75.00
Boston to New York.....	8.00
1 day in New York.....	12.00

(Testimony of B. M. Behrends.)

New York to Seattle.....	125.00
Seattle to Juneau, fare.....	27.50
March 23 to May 7th, 44 days less 4 days, 40 days .....	
Office and typewriting .....	50.00
Telegrams .....	15.00
	<hr/>
	\$616.50

Absent 40 days.

[Endorsed]: Original No. 603. In the United States District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay M. & M. Co. et al., Defendants. Report of B. M. Behrends, Special Master. Filed Jun. 11, 1902. W. J. Hills, Clerk. By \_\_\_\_\_, Deputy. Malony & Cobb, Attorneys for \_\_\_\_\_. Office, Juneau, Alaska. Apr. 12, 1907. Rec'r's Exhibit No. 53. A. W. Fox, Deputy Clerk.

Q. Did the bondholders and stockholders that you conferred with at that time claim to represent a majority of the bonds?

Mr. SHACKLEFORD.—Objected to as incompetent, irrelevant and immaterial.

COURT.—Overruled.

A. Yes, sir.

That is all.

Cross-examination.

Q. (By Mr. SHACKLEFORD.) Were you introduced to the various persons who were present at the meeting?      A. Yes, sir.

(Testimony of B. M. Behrends.)

Q. Where was the meeting held?

A. John Komas' office, on Bond Street.

Q. Was it a regular corporate meeting?

A. Yes, sir.

Q. Any call for it?

A. I arrived in New York the morning before the meeting was held. I met Endicott, Hackett, Nowell and Plumer, and then that evening we called on several of the stockholders and bondholders and we met that morning at Mr. Plummers.

Q. Met at Plummers?

A. They were to meet me at Plummer's office as stated in the Judge's letters.

Q. Mr. Behrends, I will ask you whether the question was discussed at this meeting as to whether the receiver's indebtedness was prior to the lien of the bonds or not?

A. No, nothing said about that. I don't think we mentioned it, I do not remember it.

Q. At the time you went east you were a large creditor of the receiver?      A. I was.

Q. You did know that as a matter of fact during that trip east that if the bondholders did not come to the relief of the property that the property would be sold for the benefit of the receiver's debts?

A. That was my understanding.

Q. That matter was discussed?

A. It was discussed.

That is all.

Mr. BARNHILL.—I ask permission to ask Mr. Behrends one or two more questions.

(Testimony of B. M. Behrends.)

COURT.—Very well.

Redirect Examination.

Q. (By Mr. BARNHILL.) Mr. Behrends, I have a list of bondholders testified to by Mr. Nowell—do you know whether Mr. H. O. Armour was present at that meeting?

A. No, I do not remember. The only ones I remember are the ones I named. It is nearly five years ago.

Q. Dr. Ogden Backus, was he represented at that meeting through any person or by proxy?

A. No.

Q. C. O. Bigelow, was he at that meeting that you remember of?

A. He might have been. I could not say.

Q. Brega, what would you say about him?

A. The same way. He might have been.

Q. Henry Endicott? A. He was there.

Q. William Endicott?

A. No, he was represented by Henry Endicott and Wallace Hackett.

Q. Garrison?

A. I could not say. He might have been and might have been represented.

Q. Hackett? A. He was there.

Q. Hadrill?

A. The same way—he may have been represented.

Q. Ida H. Hartley? A. That is another.

Q. Hobart? A. The same answer.

Q. Lamkin? A. Same answer.

(Testimony of B. M. Behrends.)

Q. Landon?

A. I think there was such a man there, but I would not be certain.

Q. He might have been there?           A. Yes, sir.

Q. Learnard—the Estate of W. H. Learnard?

A. Several of those names sound familiar, but I could not say.

Q. George K. McLeod?

A. He was not at the meeting. I met him afterwards.

Q. Did you have any conversation with him regarding why you came to New York?

A. Yes, I think he took some certificates at the time.

Q. And agreed to the proposition agreed to at the meeting?

Mr. SHACKLEFORD.—Objected to as leading.

COURT.—Sustained.

Q. Did you have any conversation with Mr. McLeod?

A. I do not remember the conversation.

Q. J. Seaver Page?

A. I don't know about him.

Q. Plummer, Jr.?

A. J. F. Plummer, Jr. I rather think he was there.

Q. Roosevelt?           A. I don't know.

Q. Sabin?           A. I don't remember.

Q. Charles H. Sawyer?           A. No, sir.

Q. Slade?

(Testimony of B. M. Behrends.)

A. I think there was a man there by that name.

Q. Stokes? A. He was there.

Q. Mrs. F. E. Taylor?

A. I don't remember.

Q. Augustus White?

A. I don't remember.

Q. Whittlesey? A. I don't remember.

Q. Allen Estate, Henry and William Endicott.

That is collateral. Freeman's National Bank?

A. No.

Q. Guy Lamkin? A. I don't know.

Q. Morse & Lane? A. I don't remember.

Q. George M. Nowell?

A. I don't think he was there.

Q. Do you remember whether or not he was represented?

A. I think he was represented by either Thomas Nowell or Willis Nowell.

Q. Sprague?

A. I don't remember whether he was there or not.

Q. Tremont National Bank?

A. I don't remember.

Q. David L. Webster?

A. I don't remember.

Q. Estate of A. Hobart?

A. I don't remember.

That is all.

Mr. SHACKLEFORD.—What was the date of that meeting?

(Testimony of B. M. Behrends.)

WITNESS.—About the beginning of April.

That is all.

COURT.—Gentlemen it is nearly twelve o'clock and if counsel have no objection Court will be at recess until one-thirty.

Court will be at recess until 1:30 P. M.

April 12, 1907.

Court convened pursuant to adjournment at 1:30 P. M., and all parties being present as heretofore the following proceedings were had and testimony taken.

COURT.—Counsel may proceed with the trial of this case.

Mr. BARNHILL.—I will call Mr. Willis E. Nowell.

[**Testimony of Willis E. Nowell.**]

WILLIS E. NOWELL, a witness called on behalf of the receiver having been first duly sworn, testified as follows:

Direct Examination.

Q. (By Mr. BARNHILL.) Will you kindly state your name and place of residence?

A. Willis E. Nowell, Juneau, Alaska.

Q. What relation are you to Thomas E. Nowell?

A. His son.

Q. What position do you occupy with reference to the property of the four defendant corporations in this action?

A. I was at one time superintendent.



(Testimony of Willis E. Nowell.)

Q. You was at one time superintendent—were you ever the owner of the property embraced in the property owned by those corporations?

A. Yes, sir.

A. Stockholder in the Berners Bay Mining & Milling Company.

Q. The Berners Bay Company?

A. Yes, sir.

Q. The Ophir, Seward, and Northern Belle?

A. Yes, sir.

Q. Did you ever claim any interest in the Johnson property? A. Yes, sir.

Q. What interest?

A. We owned the Johnson property.

Q. You were part owner of the Johnson property? A. Yes, sir.

Q. Did you sign this circular letter of March, 1903, to the bondholders?

COURT.—It is marked as an exhibit in the case.

Q. I will incorporate Receiver's Exhibit No. 6, within that question.

A. Yes, sir, that is my signature.

Q. Why did you sign that, Mr. Nowell?

Mr. SHACKLEFORD.—Objected to as incompetent, irrelevant and immaterial.

COURT.—What is the purpose?

Mr. BARNHILL.—I will withdraw that question.

Q. Relate the circumstances of your signing this circular, Receiver's Exhibit No. 6.

Mr. SHACKLEFORD.—That is the letter of March 14, 1903. We object that the letter is the best evidence.

(Testimony of Willis E. Nowell.)

COURT.—Overruled.

A. That letter was signed in conjunction with the contract we had with Wallace Hackett for the sale of the property.

Q. I now hand you Receiver Exhibit No. 7, which is an agreement between Wallace Hackett and certain parties and ask you if you signed that?

A. That is my signature.

Q. This circular letter, Receiver's Exhibit No. 6, refers to a certain contract. Is that the contract which that circular letter refers to? You may read the circular letter if you wish.

A. Yes, sir, that is the contract.

Q. Are you acquainted with the MacDonald contract in this case?

A. Well, I was. I knew of the contract. I was acquainted with it at the time.

Q. What position did you occupy in reference to the MacDonald contract on behalf of the four defendant corporations?

A. Well, as part owner of the Johnson claims.

Q. Was anything done under the MacDonald contract?

A. Well, they spent quite a large amount of money rebuilding the railroad and extending the Kensington tunnel and they enlarged the upper terminal of the tramway connected with the Bear tramway. That is all I remember at this time.

Q. Did you occupy any official relation to the Court in reference to the MacDonald contract?

(Testimony of Willis E. Nowell.)

Mr. SHACKLEFORD.—I think that is not the best evidence.

COURT.—He may answer yes or no.

A. I was only asked by the Court to go by there and look over the work and see that the work was done according to contract and well done.

COURT.—That was not in writing?

A. No, not in writing.

Q. Did you report to the Court?

A. Just verbally.

COURT.—What Court?

A. Judge Brown.

Q. Judge Brown of this court?

A. Yes, sir.

That is all.

#### Cross-examination.

Q. (By Mr. SHACKLEFORD.) Now, the wharf you spoke of having been reconstructed by MacDonold's Syndicate, that has since fallen down?

A. Part of it has. The face of the dock—the approach is still there.

Q. This contract of agreement between yourself and Wallace Hackett as trustee contained the following provision: "Second. The parties hereto of the third part," that is to say Thomas S. Nowell, Frederick D. Nowell and yourself, "shall provide for the prompt payment of the receiver's certificates of indebtedness and interest thereon to the full satisfaction of the United States District Court, and shall obtain the discharge of said corporation from the cus-

(Testimony of Willis E. Nowell.)

tody of the court as above described." What, if anything, did you or they ever do in pursuance to that covenant?      A. We did nothing.

That is all.

Redirect Examination.

Q. (By Mr. BARNHILL.) Mr. Nowell, what was the purpose of that clause in the contract?

Mr. SHACKLEFORD.—Objected to that on the ground that the contract is the best evidence.

COURT.—Which clause is that?

A. The one last read from the contract. I will reform the question. On the suggestion of Mr. Cobb I will ask you to explain how that clause was put into the contract?

Mr. SHACKLEFORD.—We object for the same reason.

COURT.—The contract is in evidence and when the case is finished will be considered in connection with the entire record. The contract does not seem to be ambiguous and uncertain. I don't understand why counsel wants to go into it.

Mr. COBB.—What is the number of the exhibit?

Mr. BARNHILL.—Receiver's Exhibit No. 7.

COURT.—I don't want any portion of it omitted because a written contract is supposed to be the conclusion of the negotiations.

Mr. BARNHILL.—I will withdraw the question—I think the contract is clear enough in its own terms.

That is all.

Mr. BARNHILL.—I will call Mr. Shackelford for a few questions.

[**Testimony of L. P. Shackelford.**]

L. P. SHACKLEFORD, a witness called on behalf of the receiver having been first duly sworn testified as follows:

Direct Examination.

Q. (By Mr. BARNHILL.) Will you please give your name and residence?

A. Louis P. Shackelford, residence, Juneau, Alaska.

Q. Your occupation is attorney at law?

A. Yes, sir.

Q. Do you know John M. Graham, president of the International Trust Company?

A. Yes, sir.

Q. Where is his place of residence?

A. His residence is in Boston, Mass.

Q. Is he within the District of Alaska now?

A. Not that I know of.

That as all.

Mr. BARNHILL.—If the Court please I have the deposition of John M. Graham taken by stipulation at Skagway, Alaska, while Mr. Graham was there and I now offer it in evidence.

COURT.—If there are no objections it may be admitted.

Mr. SHACKLEFORD.—I think there may be some specific objections to some parts of it.

Mr. BARNHILL.—I will omit reading the notice of taking the deposition and subpoena.

(Whereupon the following was read:)

**Receiver's Exhibit No. 54 [Deposition of John M. Graham].**

*In the District Court for the District of Alaska, Division Number One, at Juneau.*

No. A.

DECKER BROTHERS,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO. et al.,  
Defendants.

**DEPOSITION OF JOHN M. GRAHAM.**

Be it remembered, that pursuant to the notice for the taking of the deposition of John M. Graham on behalf of the Receiver herein a subpoena for said John M. Graham was by me issued and was duly returned on the 26th day of May, 1906, and said subpoena is hereunto attached. And under and pursuant to the stipulation of the respective counsel, entered into at the time of the taking of said deposition, the said matter was called for hearing at my office in the United States Court House at Skagway, in said district and division at the hour of 4 o'clock in the afternoon of the 28th day of May, A. D. 1906.

That at said time and place I was attended by Messrs. Shackleford and Lyons and John J. Boyce, attorneys for the International Trust Company; Mr. J. H. Cobb, attorney for the Receiver, and G. M. Irwin, attorney for the defendants, and the witness John M. Graham.

Whereupon, the said parties consenting, J. S. Harding was by me duly sworn to well and faithfully

(Deposition of John M. Graham.)

report in shorthand all and singular the proceedings in connection with said hearing, and to transcribe the same into longhand; and the said John M. Graham was thereupon by me first duly cautioned and sworn to testify the truth, the whole truth and nothing but the truth touching the matter then in hearing, and he then testified upon oral interrogatories, direct and cross, by respective counsel as follows:

#### DEPOSITION OF JOHN M. GRAHAM.

John M. Graham, being first duly sworn, and being examined by J. H. Cobb, Esq., appearing for F. D. Nowell, Esq., Receiver, and Judge G. M. Irwin, for the defendants, and Messrs. Shackelford & Lyons and J. J. Boyce, Esq., for the International Trust Company, as intervenor, deposes and says:

(Note: By stipulation of the respective parties the deposition of the witness John M. Graham is taken on the 28th day of May, A. D. 1906, at four o'clock P. M., instead of on the 29th day of May, A. D. 1906, pursuant to the notice served.)

(By Mr. COBB.)

Q. Please state your name?

A. John M. Graham.

Q. Your age? A. Sixty years.

Q. Where do you reside, Mr. Graham?

A. Boston, Mass.

Q. Have you any connection with the International Trust Co., one of the defendants in this action?

A. I am president of the International Trust Company.

(Deposition of John M. Graham.)

Q. How long have you been such president?

A. Over twenty years.

Q. When do you expect to leave Alaska?

A. When I get through.

Q. Mr. Graham, are you acquainted with a gentleman by the name of Wallace Hackett who resides at Portsmouth, New Hampshire?      A. Yes, sir.

Q. How long have you known him?

A. About twelve or sixteen years.

Q. Are you also acquainted with Messrs. Henry and William Endicott who reside in Boston?

A. I am.

Q. How long have you known them?

A. About the same time.

Q. Have you known them as stock and bondholders of the Berner's Bay Mining & Milling company?

A. Yes, sir.

Q. Have you also known them as stockholders of the American Gold Mining Company, formerly known as the Nowell Gold Mining Company?

A. Yes, sir.

Q. Along in the early part of the year 1903 do you know what was the number of bonds held by Mr. Wallace Hackett in the Berners Bay Mining & Milling company?      A. I do not know.

Q. Do you know what was the number of bonds held by him in the American Gold Mining company in that year?      A. No, sir.

Q. State, Mr. Graham, whether or not along sometime in the Spring or Summer of the year 1903 Mr. Wallace Hackett deposited with the Interna-



(Deposition of John M. Graham.)

tional Trust Company the bonds issued by the America Gold Mining Company?

Objected to by Mr. Shackelford as being incompetent, irrelevant and immaterial.

Mr. SHACKLEFORD.—I think all those objections were subsequently ruled out by the Court. There was an appeal to the Court to force Mr. Graham to answer certain questions asked him and he ruled out this evidence. I think it is on the last page. It has nothing to do with this case.

COURT.—The American Gold Mining Company is not a party to this action?

Mr. SHACKLEFORD.—No.

Mr. BARNHILL.—I will read the stipulation. “It is hereby stipulated between the parties that the questions heretofore asked Mr. John M. Graham, the witness in behalf of the receiver, and refused to be answered by said witness, under instructions of his counsel, as shown in these proceedings, may be submitted to the District Judge, in chambers, without further notice or appeal, for determination as to their relevancy, competency and materiality; and the matter now being submitted, the objections are sustained and the evidence excluded, to which ruling of the judge the opposing counsel excepts. Exception allowed.”

Mr. SHACKLEFORD.—That is what I referred to. It may be that he answered some of the questions. I will object to anything regarding the American Gold Mining Co.

(Deposition of John M. Graham.)

Mr. BARNHILL.—The receiver has no objections to that.

Mr. COBB.—It has not been passed upon by the Court.

COURT.—Go ahead with your reading.

Mr. BARNHILL.—Very well.

“Q. I will state the question again: State whether or not along sometime in the Spring or Summer of the year 1903 Mr. Wallace Hackett, or someone, did not deposit with the International Trust Company the bonds issued by the American Gold Mining Company?

Objected to further by Mr. Boyse on account of the indefiniteness of the question.

A. My recollection is that sometime in the year 1902 or 1903 nearly all the bonds of the American Gold Mining Company were deposited with the International Trust Company.

Q. Who was that deposit made by?

A. By several bondholders—quite a number of them.

Q. Now, Mr. Graham, you know who are the bondholders in the American Gold Mining Company and also the Berner's Bay Mining & Milling Company? A. Well, I did know.

Q. Are they not the same men?

Objected to by Mr. Shackelford as incompetent, irrelevant and immaterial, not pertinent, there being nothing in controversy with the American Gold Mining Company.

A. They are not the same bondholders.

(Deposition of John M. Graham.)

Objected to by Mr. Shackelford as not being the best evidence.

Q. Now, along in the year 1903, sometime during July perhaps, I will ask if the International Trust Company did not execute a deed of the Silver-bow basin properties belonging to the American Gold Mining Company, which was sent out to Alaska, in escrow?

Objected to by Mr. Shackelford as incompetent, irrelevant and immaterial and having nothing to do with the issues in this case, and I will instruct you Mr. Graham that I do not think it is proper to answer this question as long as it is not in issue.

A. I prefer not to answer.

Q. Now, is it not true that the consideration expressed in that deed was \$107,000?

Objected to by Mr. Shackelford for the same reasons as above.

A. I should prefer not to answer that question.

Q. Was not the real consideration for that property, under the trade which was then in progress, \$125,000?

Same objection by Mr. Shackelford, and same instructions to witness in reference to its relevancy.

Q. Now, I will follow it by this question, and you will perhaps see its relevancy: Is it not a fact that a part of the consideration moving to the International Trust Company for this Basin property was a certain receiver's certificate for the sum of \$18,000, issued by F. D. Nowell as receiver for the Berner's Bay Mining & Milling Company?

(Deposition of John M. Graham.)

Same objections by Mr. Shackelford.

Mr. COBB.—Now, I regard that matter as so important that if not answered I will appeal to the District Judge I think the Counsel can see the relevancy.

A. I prefer not to answer unless so instructed.

Q. During that same summer, Mr. Graham, I will ask you to state whether or not Mr. Wallace Hackett had at any time all the bonds of the Berner's Bay Mining & Milling Company in his possession, with the exception of one, or perhaps two—I do not remember the exact date, but during that year?

A. In the year 1903, Mr. Wallace Hackett deposited with the International Trust Company all the bonds and coupons then outstanding of the Berner's Bay Mining & Milling Company, with the exception of about \$7000.

Q. State whether or not Mr. Hackett, and those associated with him, did not at the same time, or about the same time, deposit with the International Trust Company other securities for the purpose of taking up the two outstanding bonds, or at least protecting the International Trust Company for the amount of those bonds?

A. They deposited seven thousand dollars as security.

Q. Bonds of the Burlington Railway, I believe?

A. C. B. & Q. I think it was.

Q. At that time, or about that time, Mr. Graham, state whether or not there was a release of the trust deeds which have been executed by the Berner's Bay Mining & Milling Company to the International Trust Company and sent out to Alaska, in escrow?

(Deposition of John M. Graham.)

A. In 1903, in accordance with the observance of the contract,—the principal items of which are set forth in this letter—we did execute a release of the property covered by Trustees' mortgage from the Berner's Bay Mining & Milling Company, which release was to be returned to us if negotiations failed, and that release was returned to us and canceled.

Q. To what letter do you refer?

A. The letter from Mr. Wallace Hackett to the International Trust Company, October 3d, 1903.

Q. Would you mind letting me see it?

A. I have no objections whatever.

Q. Do you know, Mr. Graham, upon what terms or conditions the bonds not personally owned by Mr. Hackett were placed in his hands for surrender to the International Trust Company?

A. I do not.

Q. Do you know for what purpose that release was asked?

A. Nothing more than is contained in that letter—let me see—no sir, nothing more than is contained in this letter.

Q. Did you understand that there were certain negotiations for the sale of the property known as the "McDonald Syndicate"?

A. I do not know anything about it.

Q. Ever hear anything about it?

A. I may have.

Q. In doing that then you simply obeyed the instructions of the committee, or Mr. Hackett?

A. We carried out what we should carry out with anyone. If they returned all the bonds and coupons,

(Deposition of John M. Graham.)

or money equivalent, we should have executed the release.

Q. When did you first become aware of the pendency of this suit?

A. Just what suit is this?

Q. This is a suit entitled "Decker Bros. vs. The Berner's Bay Mining & Milling Co. et al., Defendants," now pending in the District Court, and in which Mr. F. D. Nowell was appointed receiver of the properties of the Berner's Bay Mining & Milling Company.

A. I think the first I heard of that was early in January of this year, when we were served with official papers bearing on that question.

Q. Are you willing to state that you had no knowledge of the pendency of this suit until the International Trust Co. was made a party to this suit?

A. Nothing at all. I desire to correct that. It was in 1905, August 18th, that we had information of the Decker Bros. suit vs. The Berner's Bay Mining & Milling Company.

Q. That was the first knowledge you had of the pendency of the suit?

A. The first that I recollect.

Q. Now, going back to the matter that we inquired about, for the purpose of refreshing your recollection, I will ask you, first, if in the early part of June 1903, you did not write to Mr. Hackett, enclosing him two deeds that you received from Judge Brown—deeds to the Basin property?

Objected to by Mr. Shackelford. Incompetent, irrelevant and immaterial and not referring to any-

(Deposition of John M. Graham.)

thing in relation to the Berner's Bay Mining & Milling Company, or any part of this action, and I give Mr. Graham the same instructions in reference to that that I did regarding the American Gold Mining Company matter.

A. I prefer not to answer.

Q. Do you know Mr. Hackett's signature?

A. Yes, I think so.

Q. Is that his signature?                   A. Yes.

Q. Now, in this letter, which is dated June 6th, 1903, Mr. Hackett writes to Mr. Nowell as follows: "I received a letter from Mr. Graham this morning, enclosing two deeds which he received from Judge Brown. He requires further explanation why the aggregate consideration amounts to \$107,000 instead of \$125,000, and I have again, for the third or fourth time, called his attention to the Receiver's certificate of \$18,000 which makes the amount up to \$125,000." You recall that transaction?

Mr. SHACKLEFORD.—I object to the same as being incompetent, irrelevant and immaterial, and instruct Mr. Graham the same as before.

A. I prefer not to answer.

Q. When did you first know that there had been a receiver appointed over the properties embraced in the deed of trust made by the Berner's Bay Mining & Milling Company to the International Trust Company?

A. December, 1897, Cassel was appointed receiver, and February, 1898, F. D. Nowell was appointed receiver.

(Deposition of John M. Graham.)

Q. You knew of that? A. Yes, soon after.

Q. State whether or not Mr. Graham you signed any sort of paper or application to have Mr. Nowell appointed Receiver in the place of Mr. Cassel.

A. Not that I remember of.

Q. You do not remember whether or not you did?

A. No, sir.

Q. For what purpose did you come to Alaska?

A. I was summoned by the United States Marshal, I am sorry to say.

Q. To appear against Mr. Thos. S. Nowell?

Mr. SHACKLEFORD.—I object. It is entirely immaterial, and I will instruct Mr. Graham not to answer. It is not relevant.

A. I prefer not to answer.

Q. Mr. Graham, about two or three weeks ago the firm of Malony & Cobb received a proposition from the attorneys of the International Trust Company which was in substance not to have you come here and appear in this American Gold Mining proceedings, providing the litigation over the Berner's Bay properties be settled. I should presume that offer was not made by your knowledge and consent?

A. I never heard of it.

Cross-examination.

(By Mr. SHACKLEFORD.)

Q. Is this the letter to which you referred in your evidence in chief as being the basis upon which the release of the mortgage of the Berner's Bay Mining & Milling Company, which was afterward cancelled, as you testified, was executed? A. It is.



(Deposition of John M. Graham.)

(Note. In accordance with agreement reached by counsel the stenographer is instructed to make copy of said letter and return the original to Mr. Graham. Copy of letter is as follows:)

Portsmouth, N. H., Oct. 3d, 1903.

International Trust Company, Boston, Mass.

Dear Sirs: Referring to my conversation with Mr. Graham yesterday, will state that my object is as follows: The bonds of Berner's Bay Mining & Milling Company, to the number of 498, are now deposited with you. Two bonds are missing and several coupons. The value of the outstanding bonds and coupons, as reported by you, is \$5,700.00

I propose to deposit with you certain bonds as security for this amount outstanding against bonds and coupons not delivered. I propose to deposit the Northern Pacific & Great Northern Railroad, 4s, C. B. & Q. collateral, known as the C. B. & Q. Joint 4s, January and July, the market value of which is at present in the neighborhood of 90.

I suggest that your counsel prepare a contract which shall cover the following points:

1st: Said deposit is received as security for the outstanding amount above specified.

2d: If the bonds now outstanding are surrendered to your company, thus diminishing the value of the outstanding amount, bonds to the amount thus represented shall be surrendered to me.

3d: If the missing coupons are turned in to your company in the same way the value shall be surrendered to me in bonds.

(Deposition of John M. Graham.)

4th: If the market price of the bonds depreciate, I am to make it good by depositing other bonds.

5th: The coupons on the bonds deposited by me as they mature are to be delivered to me.

6th: If the negotiations now pending for the sale of the Berner's Bay property fall through, and the release is not used and we return it to your company, you are to return to me the bonds which I have deposited as security as above.

I think this covers all of the propositions needed. If you will submit it to your attorney and have a memorandum or a contract of that nature prepared, and also have the release of the Berner's Bay bonds executed, I will be ready to deposit the bonds any time next week on receiving word from you that these documents are ready for me.

I received a line from Mr. Richardson this morning, asking me to send him copies of the deeds relating to the Meyer contract. I am sending them to Mr. Richardson by this mail.

Yours truly,

(Signed) WALLACE HACKETT.

Q. Were all of the 500 bonds described in the mortgage from the Berner's Bay Mining & Milling Company to the International Trust Company, issued? A. They were.

Q. Have any of the coupons of these bonds been paid?

Objected to by Mr. Cobb.

A. No, sir.

Q. Do you know Mr. Graham what time you first were informed of the issuance of Receiver's certifi-

(Deposition of John M. Graham.)

icates against the Berner's Bay Mining & Milling Company by the receiver of the Berner's Bay Mining & Milling Company?

A. It came to my knowledge in February or March, 1903.

Q. Do you know when, or at what time, you were first informed that these receiver's certificates had been issued under orders purporting to make them a prior lien to the mortgage?

A. I think it came to my knowledge sometime in 1905.

Redirect Examination.

(By Mr. COBB.)

Q. You say you knew as early as 1903 that certificates had been issued; did you learn it any earlier than that? A. I do not know.

Q. Do you know Mr. William Endicott?

A. Yes, sir.

Q. Do you know how many bonds he holds?

A. I do not remember.

Q. Have you a statement Mr. Graham of the bondholders of the Berner's Bay Mining & Milling Company, and the number of bonds held by each?

A. I do not think I have.

Q. Has the International Trust Company such a document where you can get hold of it?

A. I do not think they have.

Q. Has the International Trust Company at this time possession of the bonds of the Berner's Bay Mining & Milling Company?

A. They have not.

(Deposition of John M. Graham.)

Q. When were they returned to Mr. Hackett?

A. May or June of 1905.

Q. They were returned to Mr. Hackett you say?

A. Yes, those that we had.

Q. That was 498 was it not?

A. Yes, I think so.

Q. Did you ever have any conference with Mr. Hackett in regard to this Berner's Bay property since the Receiver was appointed?

A. Not many.

Q. When did you first have one?

A. I think in 1900, the time we gave notice of default.

Q. Can you state the purport of that conference?

A. Only in a general way.

Q. State it the best you can.

A. Well, that the coupons had not been paid and would not be likely to be paid and we therefore felt called upon to give notice of default.

Q. Did you see Mr. Hackett personally—what did he say about it?

A. I think he confirmed that view.

Q. Can you remember the substance of what he said?

A. No, sir, it is only a matter of memory.

JOHN M. GRAHAM.

Mr. BARNHILL.—Then comes that stipulation as to the objections which I read and then the regular certificate. I ask to offer the entire deposition in evidence for the receiver if the Court please. I suppose the stenographer can copy in the certificate without my reading it.

Mr. SHACKLEFORD.—The only objection we will have to the evidence is that it is irrelevant.

(The certificate referred to is as follows:)

“United States of America,  
District of Alaska,  
Division No. 1,—ss.

This is to certify, that under and pursuant to the notice hereto annexed and the stipulation of the respective counsel made and entered into at the time of the hearing, the said matter was called for hearing at the office of the undersigned, United States Commissioner at Skagway Precinct in said district and division, at the hour of 4 o'clock in the afternoon of the 28th day of May, A. D. 1906.

That at said time and place I was attended by Messrs. Shackelford & Lyons and John J. Boyce, attorneys for the International Trust Company; J. H. Cobb, attorney for the receiver, and G. M. Irwin, attorney for the defendants Berner's Bay Mining & Milling Company et al., and the witness John M. Graham; that by consent of the respective counsel J. S. Harding was by me appointed and duly sworn to faithfully and correctly take down in shorthand notes all and singular the testimony and proceedings at said hearing, and to make a true and correct transcript of the same into longhand; that the said John M. Graham was thereupon by me first duly sworn to testify the truth, the whole truth and nothing but the truth touching the matter then in hearing; that the said witness was thereupon interrogated by the respective counsel and gave answer as set forth in the

foregoing ten (10) pages of written and typewritten matter, which constitutes a true and correct transcript of all and singular the testimony and proceedings were begun and concluded between the hours of 9 o'clock in the morning and 6 o'clock in the afternoon of the said 28th day of May, 1906; that after the taking of the said deposition the same was transcribed by the said J. S. Harding into longhand notes under my direction and was then exhibited to the witness John M. Graham, and was by said witness read over, corrected and then by him subscribed and sworn to as in the foregoing transcript appears.

Given under my hand and official seal at Skagway, Alaska, this 29th day of May, 1906.

[Seal]

H. B. LeFEVRE,  
United States Commissioner for Alaska, at Skagway Precinct.

Fees of commissioner \$18.05. Paid by F. D. Nowell.

H. B. LeFEVRE,  
Com."

(Attached to the foregoing are the following papers:)

*"In the District Court for Alaska, Division No. 1,  
at Juneau.*

DECKER BROS.,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO. et al.,  
Defendants.

NOTICE OF TAKING DEPOSITION.

You will please take notice that on the 29th day of May, 1906, the Receiver F. D. Nowell by his Attorneys will take the deposition of John M. Graham at Skagway, Alaska, before H. B. LeFevre, U. S. Commissioner at his office at the hour of ten (10) o'clock in the morning of said day, which deposition when so taken and returned will be used as evidence in behalf of the receiver on the trial of the above-entitled cause.

J. H. COBB,

Attorney for Receiver.

To Messrs. Shackleford & Lyons and Mr. John J. Boyce, Attorneys for the International Trust Company, and Messrs, Corning, Gillespie and Fairchild, and to Mr. G. M. Irwin, attorneys of the defendants."

[Endorsed]: "Original No. ——. In the District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiff, vs. Berners Bay Mining & Milling Co., Defendants. Notice of Taking Deposition. Malony & Cobb Attorneys for Defdt. Office, Juneau, Alaska. Filed May 26, 1906. H. B. LeFevre, United States Commissioner and ex-officio Justice of the Peace."

*“In the U. S. Commissioner’s Court for the District  
of Alaska.*

Before H. B. LeFEVRE, U. S. Commissioner for  
the District of Alaska and Ex-officio Justice  
of the Peace of Skagway Precinct.

No. ———

DECKER BROTHERS et al.

vs.

BERNERS BAY MINING & MILLING COM-  
PANY et al.

SUBPOENA.

United States of America,  
District of Alaska,—ss.

In the Name of the United States of America: To  
the United States Marshal of the District of  
Alaska or his deputy, Greeting:

You are hereby commanded to subpoena John M. Graham to be and appear before the United States Commissioner for the District of Alaska, at Skagway, on the 29th day of May, 1906, at 10 A. M. at the Courthouse at Skagway, in said District, there to testify as a witness on behalf of F. D. Nowell, Receiver, in an action pending in the District Court, in which Decker Bros. are plaintiffs and the Berners Bay M. & M. Co. et al. are defendants, and you the said John M. Graham are hereby commanded to ap-



pear as aforesaid, and not depart without leave of the Court aforesaid.

Witness my hand this 26th day of May, A. D. 1906.

[Seal]

H. B. LeFEVRE,

United States Commissioner and Ex-officio Justice of the Peace.

United States of America,

District of Alaska,—ss.

I hereby certify that I served the within subpoena on the within named witness John M. Graham, at Skagway, within the District of Alaska, U. S. A., on this 26th day of May, 1906, by reading and showing the same, and by delivering to John M. Graham a subpoena ticket containing the substance thereof.

Dated at Skagway this 26 day of May, 1906.

JAMES M. SHOUP,

U. S. Marshal.

By Hamilton R. Simpson,

Deputy.

No. ——. In U. S. Commissioner's Court for District of Alaska. Before H. B. LeFevre, U. S. Commissioner and Ex-officio Justice of the Peace at Skagway, District of Alaska. Decker Bros., Plffs., vs. Berners Bay Mining & Milling Co., Defts. Subpoena for Defendant. Returned and Filed this 26 day of May, 1906. H. B. LeFevre, U. S. Commissioner and Ex-officio Justice of the Peace at Skagway, District of Alaska."

[Endorsed on back]: "Apr. 12, 1907. Recrs. Exhibit 54. A. W. Fox, Deputy Clerk. No. 603. In

the District Court for the District of Alaska, Division No. 1, at Juneau. Decker Brothers vs. Berners Bay Mining & Milling Co. et al. Deposition of John M. Graham. Published by Order of Court. Filed April 11th, 1907. C. C. Page, Clerk."

Mr. BARNHILL.—I ask that it be marked Receiver's Exhibit No. 54.

COURT.—It may be so marked.

(Whereupon the foregoing was marked Receiver's Exhibit No. 54.)

Mr. BARNHILL.—I will now call Mr. Thane.

**[Testimony of B. L. Thane.]**

B. L. THANE, a witness called on behalf of the receiver, having been first duly sworn, testified as follows:

Direct Examination.

Q. (By Mr. BARNHILL.) Please state your name, place of residence and occupation.

A. B. L. Thane, Eagle River, Alaska, mining is my occupation.

Q. What is your present position as a miner?

A. Superintendent of the Eagle River Mining Co.

Q. Are you a mining engineer?

A. I am a graduated engineer of the University of California.

Q. How long have you been practicing mining?

A. Since 1899.

Mr. SHACKLEFORD.—We have no objections to Mr. Thane's qualifications.

Q. Are you familiar with the property of the Berner's Bay Mining & Milling Company?

(Testimony of B. L. Thane.)

A. I am familiar with two of the claims.

Q. Which two?

A. The Eureka and Kensington.

Q. How long have you been familiar with them?

A. In a general way for some time—only in a particular way for about two years. I made an examination two years ago of this property.

Q. You made an examination two years ago?

A. Yes, sir.

Q. Why?

A. Having claims of my own friends of mine wished me to make an examination of the property. There was some deal on with Mr. Nowell.

Q. Mr. Thane, from your examination of the property what did you do in the way of increasing your knowledge of the property?

A. Well, they were satisfactory. So far as the value of the property was concerned—do you mean in relation to their value?

Q. Did you examine the workings on the property—the work done on the property? A. Yes, sir.

Q. What work did you find had been done?

A. I examined the extensions and cross-cuts and sampled the ore bodies on both the Eureka and Kensington, so as to get an idea and ascertain their value as a mine.

Q. What did you find out in that respect?

A. I came to the conclusion that it was a good mine and proceeded to carry out negotiations regarding it.

(Testimony of B. L. Thane.)

Q. What was your conclusion, that it was a good mine based upon, Mr. Thane?

A. The fact that they carried values. We found satisfactory values in the Kensington cross-cut and also that the values were as good as they had been represented. The ore bodies were equally as large and the character of the formation—the character of the ore body itself indicated that it was a large body of ore and could be depended upon.

Mr. BARNHILL.—You may cross-examine.

Mr. COBB.—I wish to question Mr. Thane a little more fully.

COURT.—Very well.

Q. (By Mr. COBB.) From your examination of the property and from the work which you saw there state to the Court, approximately, what was the cost of the Kensington tunnel and the improvements which had been placed upon it. I do not mean the exact figures—do you know in a general way what the improvements cost?

A. I should imagine that the cost—I estimate it along about twenty dollars a foot for driving the drifts. As I remember it the cross-cut was 2100 feet in length—in that neighborhood, and drifts on each side which are from the cross-cut on the Kensington about two hundred feet, and there are other cross-cuts on each side of the cross-cut of the Kensington close on to 300 feet. That work I would estimate at about \$20 a foot.

Q. Taking that property prior to the work having been done—those improvements, and taking the

(Testimony of B. L. Thane.)

showing from the surface, state to the Court whether in your opinion the improvements which had been done had increased the value of the property more than the cost thereof?

Mr. SHACKLEFORD.—Objected to as incompetent, irrelevant and immaterial, and not a proper measure by which to guide the Court in determining the only thing in issue in this case, which is the validity of the certificates as against the mortgage.

COURT.—Overruled.

A. In answering that question I do not know exactly how much money was spent on the property.

Q. To what extent in your judgment had the property in the hands of the Receiver been increased by the driving of this cross-cut tunnel?

Mr. SHACKLEFORD.—Same objection, and the further objection that I do not think the witness has shown himself competent or qualified to testify as to the difference in the condition between the time the Kensington tunnel was started until it was completed. With the Court's permission I would like to ask a question or two.

COURT.—Very well.

Mr. SHACKLEFORD.—When did you first see it?           A. Two years ago.

Mr. SHACKLEFORD.—The Kensington tunnel had then been cut?

A. It was after the MacDonald people had thrown up the contract.

COURT.—Objection overruled.

(Testimony of B. L. Thane.)

A. I think it would increase the value of the property very materially by the driving of the tunnel. It was a very fine looking property. I think the character of the ore body was shown up to a very good advantage and proved its value to that extent.

Q. Could you place any value on that property from your opinion as a mining man?

A. I would not care to, for the reason that the value would depend a great deal upon the development done—I do not think it would be fair to put an accurate statement as to the value of the property for that reason.

That is all.

Cross-examination.

Q. (By Mr. SHACKLEFORD.) In reference to this cross-cut your estimate would be that there has been expended, let's see, about \$60,000 worth of work done on it?

A. Altogether, I would say close to that.

Q. You found when you got into the Kensington ore body at the end of the cross-cut that the values had developed in the neighborhood of four dollars at the place where the cross-cut penetrated the ore body?

A. I did.

Q. And at the end of the drift the values had pinched out on each side?

A. Not altogether in that way. The ledge—or shoot of the ore—it is not a direct ledge; it narrowed down in the cross-cut. I forget the exact figures, but as I remember, there was twenty or thirty feet of values in the second cross-cut.

(Testimony of B. L. Thane.)

Q. Your statement as to what you found there is from memory? A. It is now.

Q. Take the values—what values did you find on the tunnel which drifted—I don't know the position but to the right-hand side as you go into the ore body—as you turn to the right, what values did you find at that end of the drift?

A. As I remember we did not get much of any values on that end of the drift.

Q. What values did you get at the end of that drift which you would find turning to the left?

A. I don't think there was such value there.

Q. Now, in addition to that there were two other cross-cuts? A. Yes, sir.

Q. About half way between the end of the drift and the main cross-cut? A. Yes, sir.

Q. What values did you get at the end of the cross-cut—the right-hand cross-cut?

A. Why, I don't think I got much of any values. We got a little value, but its main value was more in the shape of a ventricular vein which cut through the central portion before it reached the end of the cross-cut.

Q. What value would you get on the left-hand cross-cut at the end?

A. I really don't remember. It is two years and we had a sample from every five feet in there.

Q. You did not bring your note-book?

A. No, I did not expect to be called.

Q. Taking into consideration not only the cost of the tunnel itself but the fact that in the course

(Testimony of B. L. Thane.)

of the development of the Kensington tunnel and cross-cut an indebtedness had been incurred of some \$400,000, do you believe that that indebtedness has been justified by what has actually shown up in sight in the cross-cut?

A. I do. I don't mean that all that expenditure was spent in the right place. I think the values shown up justify the expenditure.

Q. I am speaking of the development. You believe that the values exposed is worth \$400,000?

A. Yes, sir.

Q. You would advise a client to buy on that basis?

A. Taking all the rest of the property into consideration I would.

Q. What other property? A. The Eureka.

Q. When you went into the workings, what did you find in reference to the development of the Eureka?

A. Very little actual work. There was not any except where they went through.

Q. No work done on the Eureka at that time?

A. Not on the level of the Kensington except where they cut through.

Q. Do you know about where that is situated in reference to the Johnson ledge? A. Yes, sir.

Q. What position does it occupy?

A. It occupies what might be described as a parallel position in relation to the cross-cut on the Kensington ledge, and as you cross-cut further on the mountain you would, if you cross-cut further in—



(Testimony of B. L. Thane.)

continued the cross-cut, you would be in a parallel position to it.

Q. The development of this tunnel from time to time has continued to increase the value of the Johnson and the discovery therein?

A. I hardly think that is altogether true. I never looked it over; you would have to drift a long way—something like two thousand feet.

Q. But the Johnson is in line with that tunnel?

A. Yes, sir.

Q. The fact that you developed the Kensington and Eureka would tend to increase the value of the Johnson if you were to operate through the same tunnel?

A. Yes, sir.

Q. It would lessen the expense of getting at the Johnson at a given depth?

A. Yes, sir.

Q. And when you made that estimate, the Johnson was one of the considerations whether you thought it was worth while to invest or not?

A. It was one of the considerations.

Q. It was an important consideration?

A. Not so very important in one sense, because we never examined it—we could not examine it.

Q. You had to report on it?

A. Yes, sir.

Q. You knew that you were going to get the Johnson with this property?

A. Yes, sir.

Q. Mr. Nowell was to throw the Johnson in with the deal?

A. We were relying more particularly on the Kensington—that is, in our estimate.

(Testimony of B. L. Thane.)

Q. I would like to have you explain to the Court just exactly what, with reference to the Eureka, there was, if anything, in sight, except where the cross-cut ran across the wall? A. No, sir.

Q. There was no other workings on the Eureka except some surface indications? A. No, sir.

Q. Nor on the Kensington? A. No, sir.

Q. How many feet of drifting was there?

A. I think close to three thousand feet, if I remember—something like that.

Q. What was the character of this ore—very high grade? A. No.

Q. It has a tendency to.

A. If you treat it in a stamp mill it would, but it could be treated other ways, though.

Q. The extent of development which you saw on that land represented to you to have been done since the receiver was in office—how much was the value of that development work?

A. Outside of the property?

Q. I mean the whole development—how much would your estimate of the cost be?

Mr. BARNHILL.—Objected to as not proper cross-examination.

COURT.—Overruled.

A. I wish you would—

Q. How much would your estimate of the cost be of the work done by the receiver since he went into office?

(Testimony of B. L. Thane.)

A. That is something I don't know, Mr. Shackelford. I don't know how much was done under the receiver.

Q. I mean since the receiver went into office in 1897?

A. That I don't know. A great deal of work was done on the Northern Belle and Comet, and a great deal outside work done building wharves and railroads. I don't know whether they were built under the receiver or before the receiver or under whose management.

Q. You say it was worth about \$60,000 at the time you saw it?

A. I think about that.

That is all.

Mr. BARNHILL.—During lunch we discovered several more important letters, and I ask leave to recall Mr. Nowell at this time for the purpose of introducing those letters.

[**Testimony of Thomas S. Nowell.**]

THOMAS S. NOWELL, a witness heretofore called and sworn, having been recalled at the request of the receiver, testified as follows:

Direct Examination.

Q. (By Mr. BARNHILL.) Mr. Nowell, is that Wallace Hackett's signature?

A. Yes, sir.

Q. What is that letter?

A. It is a letter in relation to a contract that I had entered into or proposed to enter into with Mr. Thane written after Mr. Hackett's visit in Alaska, on his return.

(Testimony of Thomas S. Nowell.)

Q. Who is the letter addressed to?

A. Addressed to me.

Q. What is the date of it?

A. September 21, 1905.

Mr. BARNHILL.—If the Court please I will offer it in evidence.

Mr. SHACKLEFORD.—Objected to as entirely incompetent, irrelevant and immaterial. There is nothing in it in reference to the certificates. Merely a letter from Mr. Hackett to Mr. Nowell in reference to his trip here and some plans he would like to have with Mr. Thane.

Mr. BARNHILL.—It shows his relation with Mr. Nowell.

COURT.—I am inclined to overrule the objection.

Mr. BARNHILL.—I ask that it be marked as filed by the Receiver Exhibit No. 55.

COURT.—It may be so marked.

(Whereupon the following was offered and marked Receiver's Exhibit No. 55:)

**Receiver's Exhibit No. 55 [Letter from Wallace Hackett to T. S. Nowell, Dated Sept. 21, 1905].**

Apr. 12, 1907. Recrs. Exhibit 55. A. W. Fox, Deputy Clerk.

Portsmouth, N. H., Sept. 21st, 1905.

T. S. Nowell, Juneau, Alaska.

Dear Mr. Nowell: Yours of the 9th reached here two days after my own arrival and while I was in the midst of attending to accumulated matters which suf-

(Testimony of Thomas S. Nowell.)

ferred from my absence. I have got the back work mostly out of the way.

I received a line yesterday from Mrs. Nowell asking me to stop at Newport on my way to New York. I replied to her letter giving her some information about Alaska and yourself, etc., and telling her that I would endeavor to see her on my way to New York as she suggested. I have no special date for going thither, however. I would like to hear from Mr. Cobb before going to New York. I take it from your letter that he had not returned on the 9th; otherwise you would have said so.

I also gather from your letter that you have had a talk with Mr. Thane since I saw you and that he will not take any active measures or "approach his people," as you say, until he knows that he can do so without further conflict. This is natural. Nobody likes to buy into a law-suit. My own impression of the way to manage the situation is that it will be necessary to meet nearly all of the bondholders personally and lay the thing before them. I do not believe it can be done by letter except in a few cases. Therefore I want to hear from Mr. Cobb before I start in on this campaign.

I have had one letter from Mr. Endicott since my return. He cannot meet me until Monday, so I have had no conference with him. I do not expect Mr. Endicott to develop very much strength in the way of assisting in the reorganization. He seems to be utterly exhausted so far as new resources are con-

(Testimony of Thomas S. Nowell.)

cerned but to be very willing to do anything that is reasonable to assist others to reorganize. If I could have about \$200,000 in new money to buy off the discontented security holders, I think we could start the mill on the Eureka rock and pay that back in six months. I do not anticipate very much assistance from George. I think his intentions are all right but I do not believe he commands very much money; at least, the money that he is in touch with but not in control of, is cautious money and will not be induced to go into mining enterprises. Therefore at this time I have nothing particular to say.

Of course I have read your plan of putting Tripp to work in the absence of Thane. I wish Thane had talked differently and said to you that he was ready to take hold the moment you were ready to deliver the goods to him. It would have stiffened my hand a little. Instead he says he will not approach his people until you have got the underbrush cleared away—which is very different.

I have heard nothing from the Gillespie camp and will write again as soon as I have had a meeting with anyone in interest. Meanwhile if you hear anything let me know.

I have several letters among my incoming mail from parties interested in Alaska matters who have heard in one way or another that I have been there. These I am answering with caution because at this time I cannot map out a program which I may not have to recall.

(Testimony of Thomas S. Nowell.)

It is most unfortunate that I could not see the Judge and Cobb while in Alaska. It would not only have saved delay at this time, but it would have cleared the situation from uncertainties. It was to see them that I made the trip more than anything else.

Very truly yours,

WALLACE HACKETT.

Q. I will ask you if this is Mr. Hackett's signature?      A. It is.

Q. What is that paper?

A. That is in relation to putting \$6,000 in receiver's certificates with the First National Bank on account of the contract.

Q. What is it?

A. It is a letter addressed to me dated May 28, 1904.

Mr. BARNHILL.—If the Court please I offer it in evidence.

Mr. SHACKLEFORD.—Objected to as incompetent, irrelevant and immaterial.

COURT.—Overruled. It may be admitted.

(Whereupon the following was offered and marked Receiver's Exhibit No. 56:)

(Testimony of Thomas S. Nowell.)

**Receiver's Exhibit No. 56** [Letter from Wallace Hackett to T. S. Nowell, Dated May 28, 1904].

Apr. 12, 1907. Recrs. Exhibit 56. A. W. Fox, Deputy Clerk.

Portsmouth, N. H., May 28th, 1904.

T. S. Nowell, Newport, R. I.

Dear Mr. Nowell: I received this morning your letter dated May 26th, to Mr. Endicott. By the same mail I received Fred's letter dated May 19th, being a duplicate of one addressed to yourself. He did not write to me personally. By this it appears that a bond must be issued for guaranteeing the payment of \$6,000 receiver's certificates. Of course we will have to take this up with the Endicotts. He also enclosed a copy of the McDonald contract. I immediately sent a copy of the contract to Mr. Endicott and told him it would be necessary to issue a bond guaranteeing the payment of certificates to the amount of \$6,000. I did not go into it any farther until consulting you. What do you think is the best way to proceed? It would certainly simplify matters very much if the Endicotts would buy the \$6,000 certificates.

The contract appears very favorable. We have got to show \$4.00 value in 20 feet width in the Eureka; and \$4.50 value in 50 feet width in the Kensington. I presume there is no reasonable doubt that we can make this showing. What do you say on this point?



(Testimony of Thomas S. Nowell.)

I note that Fred says the papers in the Sheep Creek matter are at hand and will be signed on the following day; that the Basin deal will probably go through on the lines reported; all of which is very encouraging. I also see by your letter to Mr. Endicott that you have secured parties to put up \$100,000 cash for 55% of coal deal. What does that mean? Do you mean that they have actually put up \$100,000, or that they have agreed to after examining the property?

With best wishes, I am,

Yours truly,

WALLACE HACKETT.

Q. Is that Mr. Wallace Hackett's signature?

A. It is.

Q. What is that paper?

A. That is simply a letter in relation to my leaving for Alaska and informing me of the fact that he had received a check from Endicott for \$6,000 to pay the draft which was drawn on him signed by F. D. Nowell.

Mr. BARNHILL.—I offer it in evidence and ask that it be marked Receiver's Exhibit No. 57.

Mr. SHACKLEFORD.—Same objection.

COURT.—Overruled.

(Whereupon the following was offered and marked Receiver's Exhibit No. 57:)

(Testimony of Thomas S. Nowell.)

**Receiver's Exhibit No. 57 [Letter from Wallace Hackett to T. S. Nowell, Dated June 9, 1904].**

Apr. 12, 1907. Recrs. Exhibit 57. A. W. Fox, Deputy Clerk.

Portsmouth, N. H., June 9th, 1904.

Thomas S. Nowell, 105 Pelham Street, Newport.

Dear Mr. Nowell: I am in receipt of yours of the 7th and 8th stating that Mr. Endicott has advanced \$1250.00 on receiver's certificates and that you are in funds to start for Alaska and propose to start at once, which is good news. Also that you will be in Boston on Sunday, and suggest that I meet you there if I think it is worth while.

In reply to this suggestion, will say that I think we better have a final talk before your departure, and for that purpose I will come to Boston Sunday afternoon, arriving there at four o'clock. There is a train leaving Boston at 6:30 Sunday evening which I would like to take, which will give me two hours and a half in Boston; and as we can do all of the business we have together in thirty minutes, it should be abundant time. The question is, where can we meet? I will leave you to decide that, bearing in mind the fact that I am tied to a train, and will have to leave in abundant season to secure it.

Your two letters to Mr. Payson and Mr. Morse were all right. I return their letters to you, having forwarded by mail the letters which you addressed to them. There is nothing they can do to worry you, or to annoy you, and your letter places the matter in the

(Testimony of Thomas S. Nowell.)

proper light before them. I suppose you better bring that code book to Boston and deliver it to me on Sunday.

I received a check from Mr. Endicott for \$6,000 this morning in anticipation of the arrival of Fred's draft for that sum. By all means, I would suggest that you see him in Boston for a few minutes. You can arrange to meet him earlier in the day than I arrive, so that our visits will not conflict.

Very truly yours,

WALLACE HACKETT.

Mr. BARNHILL.—You may cross-examine.

Cross-examination.

Q. (By Mr. SHACKLEFORD.) Those letters written by Wallace Hackett to you are in reference to the application which you made to him to identify Fred for \$6,000 which he became responsible for so that certain objecting parties to the MacDonald contract would withdraw their objections?

A. Yes, sir.

Q. You asked him to secure bonds for \$6,000 to indemnify Mr. Fred Nowell? A. Yes, sir.

Q. Instead of that he sent \$6,000 in cash to purchase those certificates with? A. Yes, sir.

Q. Which were the objecting certificates?

A. Yes, sir.

Q. Was that money all devoted to that purpose?

A. The money was sent out here for that purpose and my son went to Mr. Summers, the president of the bank and afterwards made arrangements and negotiated with the bank independent of the trans-

(Testimony of Thomas S. Nowell.)

action for a loan of \$6,000, claiming that it was security and allowed me to draw against the account for \$6,000.

Q. This money was sent out here for the purpose of relieving you and your son and other parties instead from those parties? A. Certainly.

Q. That is all I wanted to know. When was Mr. Hackett out here?

A. I think it was in August.

Q. When was he out here previous to that time?

A. Really I could not say, that was quite a number of years ago.

Q. Has he not been out since the receiver was appointed? A. Certainly.

Q. How many years ago?

A. He was out here with Mr. Hobart and Mr. Plummer.

Q. That was in 1896?

A. In 1895, I don't think he was here after that time until he was here in relation to the Thane contract.

Q. Have any of the bondholders been out here since December, 1897, except Mr. Hackett?

A. I don't think they have.

That is all.

**[Deposition of W. K. Hackett.]**

Mr. BARNHILL.—If the Court please, I have here interrogatories propounded to Mr. Wallace Hackett, of Portsmouth, N. H., with the answers thereto. I will read them into the record. I think it is the best way.

(Deposition of W. K. Hackett.)

“Interrogatory 1. This is an action to foreclose a mortgage, given on the 1st day of July, 1896, by the Berners Bay Mining & Milling Company to the International Trust Company, of Boston, Massachusetts, to secure an issue of bonds amounting to \$500-000. The receiver of the Berners Bay Mining & Milling Company has answered the foreclosure, and set up that a certain number of Receiver’s Certificates issued in the above-entitled action constitute a prior lien upon the properties in the hands of the Receiver herein, and reference is made in the answer of the Receiver to a certain written statement on file in the said action, in words and figures as follows, to wit:

*“In the United States District Court for the District of Alaska, Division No. 1.*

No. 603.

DECKER BROS.,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO.

et al.,

Defendants.

Whereas, the holders of the bonds of the defendant companies, in the above suit, viz.: The Berners Bay Mining & Milling Co., the Northern Belle Gold Mining Co., The Seward Gold Mining Co., and the Ophir Gold Mining Co., did consent to the issuance of the Receiver’s Certificates in this case, and the orders of the Court allowing and giving such certificates priority over the mortgage bonds of said companies, but such *consent never* formally entered *or* record herein.

(Deposition of W. K. Hackett.)

Now, for the purpose of making such consent a matter of record, I, Wallace Hackett, for myself and as trustee and holder of said bonds, shown in the list hereto attached, do hereby consent to and waive any and all objections to the orders of the Court herein authorizing said certificates and future issues thereof, and giving the same priority over said bonds.

(Signed) WALLACE HACKETT."

"In the matter of the bonds of the Berners Bay Mining & Milling Company, deposited with the undersigned trustee, I will state that the entire issue of bonds amounted to \$500,000, consisting of the face value of \$1,000 each, numbered from 1 to 500, inclusive, issued under a mortgage to the International Trust of Boston. That owing to the peculiar situation of th property, the bonds being widely scattered, the interest on the bonds having been defaulted, the property in Alaska having passed into the hands of a receiver appointed under authority of the U. S. Court, and receiver's certificates of more than \$200,000 having issued, all of which palced the bonds in great jeopardy. Acting under the request of the holders of a majority of the bonds, I addressed to all of the bondholders a letter setting forth the above facts in February, 1903, asking their consent to represent them in negotiations looking to a sale of the property whereby there was a chance of the bonds being paid, etc., and asking for full authority in the premises, stating in the letter that by depositing their bonds with me they would assent to the terms of the letter and contract existing between myself and other

(Deposition of W. K. Hackett.)

owners of the property under which we sought to liquidate the sale.

In response to this letter I received on deposit 498 of the 500 bonds issued. Every bond, whose existence we could trace was deposited with me. Two bonds have been lost, being #406 and #407. For these I deposited security with the International Trust Company, and that company then issued a release of the mortgage at my request.

The list of the owners of bonds and amounts held by them is as follows:

John K. Bates, Portsmouth, N. H.....	283
Edward Hobart, East Bridgewater, Mass.....	32
Wallace Hackett, Portsmouth, N. H.....	27
A. G. Webster, Boston, Mass.....	25
C. O. Bigelow, New York.....	12
Thomas Stokes, New York.....	10
H. S. Sprague, Providence, R. I.....	10
F. G. Landon, New York.....	10
Mary A. Nichols, New York.....	5
Julia A. Ferguson, New York.....	5
Kidder, Peabody & Co., Boston, Mass.....	5
E. G. Loomis, Boston, Mass.....	5
W. B. Garrison, New York.....	5
George K. McLeod, Rochester, N. Y.....	5
Harriett M. Backus, Rochester, N. Y.....	5
Ogden Backus, Rochester, N. Y.....	5
W. A. Whittlesey, New York.....	5
Francis E. Taylor, New York.....	3
Strafford National Bank, Dover, N. H.....	3
Augustus White, New York.....	3

(Deposition of W. K. Hackett.)

Harriet P. Lamkin, Boston, Mass.....	3
R. B. Roosevelt, New York.....	4
G. W. Morse, Boston, Mass.....	2
C. W. Brega, Boston, Mass.....	1
Ida M. Hartley, Boston, Mass.....	1
J. F. Plummer, Jr., Boston, Mass.....	1

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 498

(Sd.) WALLACE HACKETT.

State of New Hampshire.

Personally appeared before me, Wallace Hackett, to me well known and made oath that the foregoing statement by him subscribed is true, this 13th day of June, 1904.

(Sd.) HOWARD ANDERSON,  
Notary Public."

—and it is claimed that by virtue of this statement, executed by you on the 13th day of June, 1904, the prior lien of the said mortgage and the bonds thereby secured was made subject to the lien of the receiver's certificates issued in the said action. In the said statement, reference is made to a certain circular letter addressed to all the bondholders, in February, 1903, asking their consent to represent them in negotiations looking to a sale of the property; have you the original draft of said letter or one of said circular letters? If so, produce the same at the taking of this testimony, have it marked as an exhibit, and identify the same in your evidence.

Answer to Interrogatory No. 1. Yes, I have in my possession one of the circular letters referred to. It



(Deposition of W. K. Hackett.)

is dated, however, March 31, 1903. It is one that was issued by me and passed into the possession of one of the bondholders and was subsequently returned into my possession. I file it herewith and identify it by marking it "W. H., Exhibit No. 1." I also offer in evidence circular letter to the bondholders of the Berner's Bay Mining & Milling Company, dated Juneau, Alaska, March 14, 1903, signed Thomas S. Nowell, Frederick D. Nowell, Willis E. Nowell, and identify it by marking it "W. H. Exhibit No. 2."

Mr. BARNHILL.—I think I will now read the exhibits.

COURT.—Why not offer it in evidence and have it marked and considered read without reading it?

Mr. BARNHILL.—I will ask that it be marked as filed by the Receiver Exhibit No. 58.

COURT.—Show that it is an exhibit of the Hackett deposition and is offered for the purpose of making that complete.

Mr. SHACKLEFORD.—There is no objection except that it is irrelevant and immaterial.

(Whereupon the following was offered and marked Receiver's Exhibit No. 58:)

**Receiver's Exhibit No. 58 [Circular Letter to Bondholders].**

April 12, 1907. Rec. Exhibit No. 58. A. W. Fox, Deputy Clerk.

Rec'd from Thos. Stokes papers, C. R. C.

31/3/03 W. H. Exhibit #1. Exhibit #1.—S. H. P.

"In explanation of the agreement dated February 26th, 1903, I will say that the property of the Ber-

(Deposition of W. K. Hackett.)

ner's Bay Company of Alaska upon which the outstanding bonds are a lien, is at the present time hopelessly involved in insolvency. As the matter stands to-day, I think the bonds are worthless. Receiver's certificates are outstanding of upwards of \$200,000. The property, while of acknowledged merit, is nevertheless undeveloped.

I am strongly of the opinion that with an outlay of from \$300,000 to \$500,000 a valuable mining property would be developed worth all of the indebtedness now outstanding against it; but the resources and patience of the present holders are alike exhausted, and it is a question of how to get something out of the property. We are all of us tired of the investment and would be glad to get out of it and get our money out.

Contiguous and adjoining the property of the Berner's Bay Company is a group of mines known as the Johnson property and organized under the name of the "Nowell Mining & Milling Company." This Johnson property is free of indebtedness and has been prospected to an extent which warrants the belief that it is a very large and valuable piece of property; still it is undeveloped. This Johnson property is owned exclusively by Thomas S. Nowell and his two sons. By combining the Johnson property with those of the Berner's Bay Company a condition may be obtained which will permit of very economical mining, but it involves the outlay of a large sum of money.

Mr. Nowell writes me that he has an opportunity to sell the Johnson property as it stands today, free

(Deposition of W. K. Hackett.)

of encumbrances, at a good figure; but this would not benefit the owners of the Berner's Bay Company. He professes a strong desire to work the Berner's Bay Company out of its indebtedness; and with that idea in view it is proposed to combine the Berner's Bay with the Johnson and sell the entire property to a new Company. In order to do this, one of the first steps needful is to relieve the Berner's Bay property of the incumbrance of the bonds in order that a clear title may be given. A majority of the bonds of the Berner's Bay may foreclose under the terms of the mortgage and thus acquire title to the property. With the assurance of his ability to convey the Berner's Bay property free from encumbrance, he has reason to feel confident that he can dispose of the property to a syndicate who will put in capital enough to put the property on a paying basis. Once there, it will pay the indebtedness out of its earnings, the terms of which are explained in the contract, and payments shall be made on the installment plan.

In order to secure this result, it was necessary to have the co-operation of a trustee who would act intelligently, and at the same time guard the interest of both sides. After a correspondence running over three months' time I consented to act in that capacity for the benefit of all concerned, being myself a large holder of the bonds, and having looked into the plans and programs to an extent which enables me to share the confidence which Mr. Nowell feels in his ability to bring about the result desired. I therefore entered into the contract—a copy of which I enclose—and I

(Deposition of W. K. Hackett.)

have already received in my possession nearly 300,000 of the 500,000 bonds. I invite all other bondholders to deposit their bonds with me and I will issue receipts for them. If the plan is successfully worked out, it will be a most desirable result to achieve. If anything prevents the successful consummation of these plans, the bondholders are in no worse plight than they are at present, as every day they are menaced with the danger of having the property sold out by the receiver, thus cutting them entirely off. The receiver and the Judge of the United States Court, under whose jurisdiction he acts, approve of this contract, and they are conversant with the details which recommend it. This is a very strong point in its favor.

In preparing this contract it was necessary to give Mr. Nowell more or less latitude, but so long as the end sought for is accomplished, we do not feel that it is wise to be too critical as to the method involved, so long as the interests of all are safely conserved.

I offer these words of explanation, because a critical reader of the contract would say it was a loosely drawn document. Such criticism is not exactly just. It is a document which had to be formed to meet peculiar circumstances, and a certain amount of latitude had to be allowed both the trustee and the parties of the third part.

From my knowledge of the affairs of the Companies I recommend you to deposit your bonds and join in this instrument.

WALLACE HACKETT.

Portsmouth, N. H., March 31/03.

(Deposition of W. K. Hackett.)

[Endorsed]: Bondholders Agreement B. Bay or W. Hackett 26, 2, 03. Sent L. P. Shackelford 7/2/06 C. H. Letter Concerning Above 31, 3, 03.

Mr. BARNHILL.—I do not care to read Exhibit No. 2 of this deposition since it has already been introduced in evidence in this case and marked Receiver's Exhibit No. 6, and it would only be putting it in twice.

COURT.—Very well.

Mr. BARNHILL.—I will continue to read from the deposition of Wallace Hackett: "Interrogatory No. 2. Reference is made in said statement to a certain contract existing between yourself and other owners of the property under which you sought to liquidate the sale. At the taking of this testimony, please produce and identify in your evidence and have attached to your deposition a duplicate original of said contract and a copy of said contract as transmitted by you to the bondholders of the Berners Bay Mining & Milling Company.

"Answer to Interrogatory No. 2. I hereby produce a printed copy of the contract referred to, being the only copy of the same in my possession, and attach it hereto and mark it "W. H., Exhibit No. 3"; the same being dated the 26th day of February, 1903. This is the agreement referred to in my statement of June 13, 1904."

Mr. BARNHILL.—Let the record show that the original is in the record as Receiver's Exhibit No. 7.

COURT.—Very well.

Mr. BARNHILL.—(Reading from the deposition of Wallace Hackett:) "Interrogatory No. 9. In the

(Deposition of W. K. Hackett.)

last paragraph of your statement of June 13, 1904, reference was made by you to the deposit of 498 bonds with the International Trust Company and the execution of a release of the mortgage deed of trust of July 1, 1896; at and prior to the deposit of the said 498 bonds with the International Trust Company and the execution of said release, what, if any, communication did you have with the holders of the said 498 bonds relative to the securing of said release and the delivery of the same to you? Please attach such communications as you received from said bondholders relative to the deposit of said bonds and the execution of said release, and also attach the original draft, or one of the circular letters, if any, addressed to the first mortgage bondholders of the defendant, Berners Bay Mining & Milling Company, asking authority to secure said release.

“Answer to Interrogatory No. 9. I attach a copy of circular letter dated Boston, Mass., Oct. 8, 1903, and mark the same “W. H., Exhibit No. 4.” It is the only one in my possession. The form of the assent referred to does not appear on this copy. This release was obtained for the purpose of using the same in case the objects of the contract of Feb. 26th were accomplished. I did not in any conversation with the bondholders express any intention of delivering and making effective the release unless the provisions of the contract of Feb. 26 1903, were fully carried out, including the second clause containing the covenant on the part of the Nowells to secure a discharge of all the receiver’s indebtedness. I never

(Deposition of W. K. Hackett.)

had any intention of using the release except upon the final consummation of the reorganization as contemplated in the agreement of Feb. 26, 1903.”

Mr. BARNHILL.—The exhibit is as follows:

COURT.—You had better offer it in evidence.

Mr. BARNHILL.—I will offer it and ask to have it marked Receiver’s Exhibit No. 59.

Mr. SHACKLEFORD.—Objected to as irrelevant.

COURT.—Overruled.

(Whereupon the following was offered and marked as Receiver’s Exhibit No. 59:)

**Receiver’s Exhibit No. 59 [Circular Letter of Oct. 8, 1903].**

Apr. 12, 1907. Receiver’s Exhibit No. 59. A. W. Fox, Deputy Clerk.

W. H. Exhibit 4.

Boston, Mass., Oct. 8, 1903.

To the First Mortgage Bondholders of the Berners Bay Mining and Milling Company.

In order to avoid the expense and delay of foreclosure of the mortgage securing your bonds, authority for which was conferred under memorandum of agreement dated February 26th, 1903, it is desirable that authority be given the Trustee mentioned in said agreement to request and secure a discharge of said mortgage.

If you are willing to give your Trustee this additional authority, please sign the assent on the bottom of this circular, and return the same at once to the enclosed addressed and stamped envelope. In

(Deposition of W. K. Hackett.)

order to carry out a pending and favorable contract, it is important this should receive your immediate attention.

Respectfully yours,  
WALLACE HACKETT.

Exhibit #4 S. H. F.

COURT.—Is there any intention on the part of the International Trust Company to introduce the rest of this deposition?

Mr. SHACKLEFORD.—I don't think of any of it is it will be very short because it will all be put by the other side.

COURT.—Very well you may proceed.

Mr. BARNHILL.—(Reading from the deposition of Wallace Hackett:) “Interrogatory No. 11. What became of the said release executed by the International Trust Company and delivered to you, as described in said written statement of June 13th?”

“Answer to Interrogatory No. 11. The release executed by the International Trust Company was placed in escrow with the First National Bank of Juneau, with instructions to deliver the same upon the final accomplishment of all of the conditions contained in that certain contract between Joseph MacDonald and F. D. Nowell and others, dated on the 13th day of May, 1904, a copy of which is hereto attached, marked “W. H., Exhibit No. 5.” Subsequently Joseph MacDonald surrendered his option to purchase under the contract, and in the year, 1905, at my request, the release was returned and subsequently deposited with the International Trust Com-



(Deposition of W. K. Hackett.)

pany of Boston. It was cancelled, and the bonds deposited for the purpose of securing said release were returned by the International Trust Company to me, and by me to the respective owners thereof.”

Mr. BARNHILL.—(Reading further from the deposition of Wallace Hackett:) “Interrogatory No. 14. It is pleaded in paragraph V of the answer of the Receiver in this case, that on or about the 13th of June, 1904, you had become the owner and holder of 498 of the 500 bonds secured by said trust deed of July 1, 1896. State how many bonds you were the owner and holder of on that date and on any other dates between the first day of July, 1896 and the present date?”

“Answer to Interrogatory No. 14. I never at any time between July 1, 1896, and the present date, have been the owner and holder of more than twenty-seven (27) bonds of the Berner’s Bay Mining & Milling Company, which is the number of the bonds of said Company which I hold on the 13th of June, 1904, and at the present date.”

Mr. BARNHILL.—(Reading from the deposition of Wallace Hackett:) “Cross-Interrogatory No. 1. Do you mean to be understood as now claiming that you had no authority to sign and execute the waiver copied out in direct interrogatory No. 1.

“Answer to Cross-Interrogatory No. 1. I have no claim to make with reference to my authority to sign the waiver copies in direct Interrogatory No. 1.”

Mr. BARNHILL.—(Reading further from the deposition of Wallace Hackett:) “Cross-Interroga-

(Deposition of W. K. Hackett.)

tory No. 6. It was a fact, was it not, that at the time you executed the instrument set out in the direct interrogatory No. 1 there had been deposited with you 498 of the bonds of the Berners Bay Mining & Milling Co?

“Answer to Cross-Interrogatory No. 6. At the time the consent referred to was executed, there was on deposit with the International Trust Company four hundred and ninety-eight (498) of the five hundred (500) bonds to protect the Company in issuing the release which was placed in escow at the First National Bank to be delivered upon the purchase of the property by third parties as described in the direct examination. The four hundred and ninety-eight bonds had previously been deposited with me.”

Mr. BARNHILL.—(Reading further from the same deposition:) Cross-Interrogatory No. 10. State precisely your agreement, if you have any, with Messrs. Corning, Gillespie and Fairchild as to what you are to get in the event they succeed in carrying out their plan of reorganization. Is it not a fact that you have an agreement with them other and different from that contained in their prospectus and printed circular issued as a basis for the reorganization of the properties?

“It is true I hold an agreement from the reorganization committee to receive for services rendered in assisting the reorganization, one hundred thousand (\$100,000.00) dollars of common stock in the new company if it is successfully reorganized.”

(Deposition of W. K. Hackett.)

Mr. SHACKLEFORD.—We object to that on the ground that they have now, made him their own witness and they have no right to ask an impeaching question or try to impeach their own witness, move to strike the answer from the record.

COURT.—Objection overruled.

Mr. BARNHILL.—(Reading further:) “Cross-Interrogatory No. 11. On the 1st day of April, 1903, state whether or not you wrote T. S. Nowell a letter as follows:

Portsmouth, N. H., April 1, 1905.

T. S. Nowell, Juneau, Alaska.

Dear Sir: Your letters of the 18th and 20th are at hand. The contract may stand as it is written so far as the bondholders are concerned. I enclose a copy of the document in printed form which I am sending out to the bondholders where needed.

I have also written to Messrs. Stokes, Fairchild and Slade. Now that matters are understood between us I will send out letters to the other bondholders and get the bonds in as rapidly as I can, or at least give them an opportunity to come in; I do not know whether they are going to avail themselves of it or not.

Yours truly,  
WALLACE HACKETT.

Examine your letter-press book and state if you do not find therein a letter-press copy of the above letter and if you did not mail the original to T. S. Nowell at Juneau, Alaska.”

Mr. SHACKLEFORD.—I object to the same for the reason that it is incompetent, irrelevant and immaterial.

(Deposition of W. K. Hackett.)

COURT.—Objection overruled.

Mr. BARNHILL.—“Answer to Cross-Interrogatory No. 11. I have examined by letter-press book and find that I wrote Mr. Nowell April first a letter which contained, among other things, the words quoted in Cross-Interrogatory No. 11.”

Mr. BARNHILL.—(Reading further from the same deposition:) “Cross-Interrogatory No. 12. State, Mr. Hackett, what was the contract referred to in said letters.

“Answer to Cross-Interrogatory No. 12. It referred to contract of Feb. 26, 1903.”

Mr. BARNHILL.—(Reading further:) “Cross-Interrogatory No. 13. Is it not a fact that under and pursuant to the letters mentioned as sent by you to the other bondholders you obtained altogether 498 of the bonds of the B. B. M. & M. Company to be delivered to you?

“Answer to Cross-Interrogatory No. 13. Yes.”

Mr. BARNHILL.—(Reading further from the deposition of Wallace Hackett:) “Cross-Interrogatory No. 17. State if it is not a fact that on or about the 2d day of October, 1903, you had a consultation with Mr. Endicott and Mr. John M. Graham, President of the International Trust Company, in regard to the matter of the receivership of the Berners Bay Mining & Milling Company and the procuring of a release from the Trust Company of the mortgage deed in trust upon the properties of the Berners Bay Mining & Milling Company?

“Answer to Cross-Interrogatory No. 17. Yes.”

(Deposition of W. K. Hackett.)

Mr. BARNHILL.—(Reading further:) “Cross-Interrogatory No. 19. If you answer the last cross-interrogatory in the negative, then state why you wrote T. S. Nowell on October 3, 1903, the following letter:

Portsmouth, N. H., Oct. 3d, 1903.

T. S. Nowell, Juneau, Alaska.

Dear Mr. Nowell: I had a consultation with Mr. Endicott yesterday and also with Mr. Graham of the Trust Company.

It will require \$5,710.00 to secure a release from the Trust Company. I have arranged with Mr. Graham to accept a deposit of bonds as security for that purpose. Mr. Endicott thinks we may as well go ahead now and complete the release and send it to Alaska under escrow agreement; I second the motion. I believe in securing this result while they are in the mood of it. I have accordingly discussed the preliminaries with Mr. Graham yesterday and am today preparing a contract to submit to the International Trust Company providing for the deposit of the bonds, etc., the result of which is that I will secure the release by Thursday, the 8th inst., I think. I propose to send the release at once to the First National Bank of Juneau under escrow agreement, with instructions for the Bank to hold the release subject to your order under the following conditions:

First: The cash for the payment of the receiver's debts must be deposited with the court and the receivership discharged.

Second. A new corporation must be formed on a capitalization of \$5,000,000, and 25% of that capital

(Deposition of W. K. Hackett.)

stock transferred to me as trustee; when that is done then the release is to go on record. If the capitalization of the new company is in excess of five million dollars I am to receive the same proportion.

I send you this letter which in due course should reach you in about ten days. If I secure a release on the 8th I propose to send you a telegram, which it is quite likely will reach you before this letter, or possibly on the same boat, so you will understand matters—this being in the nature of an explanation of the situation.

Concerning the payment of the receiver's certificates, I suppose you have got to pay money into the court in order to get the receivership dissolved; then the court will send the money to a bank in New York with a list of the certificates outstanding, together with the interest reckoned thereon, and the certificates may be redeemed at that bank in New York. I suppose that will be your process; will it not?

Very truly yours,

WALLACE HACKETT."

Mr. SHACKLEFORD.—The International Trust Company object to the same on the ground that it is incompetent, irrelevant and immaterial, for the reason that the same is not binding upon the International Trust Company. That it is not proper cross-examination. Further that there was no authority vested in the parties to carry out said plan and that the plan was never consummated or carried into effect. Further object on the ground that the previous interrogatory and answer are omitted and this inter-

(Deposition of W. K. Hackett.)

rogatory refers particularly to the foregoing Interrogatory and answer thereto.

COURT.—Overruled.

Mr. BARNHILL.—“Answer to Cross-Interrogatory No. 19. The letter, dated Oct. 3, 1903, was written to Mr. Nowell because under the provisions of the contract of Feb. 26, 1903, Mr. F. D., Mr. T. S., and Mr. W. E. Nowell were obliged to see that the receiver's indebtedness was paid and discharged. We were willing that they should do this if they could accomplish a sale of the property and secure for the bondholders a twenty-five (25%) per cent interest in the capital stock. Concerning the last paragraph of the letter, I would state that a number of the Receiver's certificates were held in the east; that any money which I could secure for the liquidation of receiver's certificates held in the east should be paid at some eastern point for the purpose of taking up those certificates.”

Mr. BARNHILL.—(Reading further:) “Cross-Interrogatory No. 20. On March 30, 1905, state whether or not Mr. William Endicott wrote you the following letter, to wit:

‘Boston, March 30, 1905.

Dear Mr. Hackett:

I have your letter of March 29th. I do not understand whether the plan to have two classes of preferred stock, A. and B, has been adopted or only proposed. This falls in with my contention that I should insist upon the priority of the certificates being maintained. If provision is made that no mortgage should be made without the consent of the pre-

(Deposition of W. K. Hackett.)

ferred shareholders, this will meet my objection to taking stock.

If you will bring about a settlement on the above plan and all the other certificate holders come in, I will surrender mine.

Hoping for the best, I remain,  
Very truly yours.'

Did you receive such a letter and have you the same now in your possession? If so, mark the same for identification and attach it to your answers hereto. Have you done so?"

Mr. SHACKLEFORD.—The International Trust Company objects to the same for the reason that it is incompetent, irrelevant and immaterial and not binding upon the Trust Company or the bondholders as a whole for the reason that the same refers to a plan which was never consummated and for the general reason that it is not proper cross-examination.

COURT.—Overruled.

Mr. BARNHILL.—“Answer to cross-interrogatory No. 20. I find the letter referred to from William Endicott, dated March 30, 1905, and annex the same to my deposition having marked it “W. H., Exhibit No. 6.”

Mr. BARNHILL.—If the Court please we offer the letter in evidence and ask that it be marked filed by the Receiver Exhibit No. 60.

Mr. SHACKLEFORD.—We merely reiterate the objection made to the question.

COURT.—Objection overruled. Admitted.



(Deposition of W. K. Hackett.)

Mr. BARNHILL.—Let the record show that Receiver's Exhibit is offered for the purpose of completing the last answer.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 60:)

**Receiver's Exhibit No. 60 [Letter from William Endicott to Wallace Hackett, Dated March 30, 1905].**

Apr. 12, 1907. Recrs Exhibit 60. A. W. Fox, Deputy Clerk.

W. H. Exhibit #6.

Boston, March 30, 1905.

Dear Mr. Hackett:

I have your letter of March 29. I do not understand whether the plan to have two classes of pref. stock A & B has been adopted or only proposed. This falls in with my contention that I should insist upon the priority of the certificates being maintained. If provision is made that no mortgage should be made without the consent of the pref share holders this will meet my objection to taking stock. I do not approve of the old plan of putting 25% stock in your hands and applying a part of the dividends only to paying B. B. debts. The B. B. assets whatever their value belong to the B. B. creditors and should be given to them at once. The B. B. stock is not worth a cent and that fact should be recognized. In place of placing the 25% in your hands to remain many years after I am out of reach (I hope) of all New York or Alaska the stock should

(Deposition of W. K. Hackett.)

be applied to payment of the B. B. bonds with 3% interest and then the B. B. floating debt with 3% int. There must also provision be made for returning to my brother the \$7,000 C. B. & Q. bonds which he borrowed from a friend to place with the Trust Co. with expectation that they would be returned to him within three or four months. The best way to do this seems to me to have the new Co. after having acquired all the B. B. bonds, excepting the two outstanding and the missing coupons, and the floating debts by issue of stock or proposed to foreclose the mortgage and buy the property for a small price so as to pay the dividend to the International Trust Co. where it will probably remain forever as it is not likely that the two bonds and the coupons will ever be found.

There will apparently remain about \$100,000 of the stock which I should favor turning over to you for your valuable services.

If you will bring about a settlement on the above plan and all the other certificate holders come in I will surrender mine. Hoping for the best, I remain,

Yours very truly,

W. ENDICOTT.

Exhibit 6 S. H. F.

Mr. BARNHILL.—(Reading further from the deposition of Wallace Hackett:) “Cross-Interrogatory No. 23. If you have answered the last cross-interrogatory in the negative——

Mr. SHACKLEFORD.—I want the interrogatory previous to that read.

Mr. BARNHILL.—I think that is all of the deposition we will offer in evidence at this time.

Mr. SHACKLEFORD.—We wish to offer Redirect Interrogatory No. 19, but I think for the proper understanding of the interrogatories and answers we should be entitled to read the entire deposition at this time because the whole thing is so connected that there is no way of separating it.

COURT.—Do you want to offer the whole deposition at this time as explanatory of the answers read by the receiver?

Mr. BARNHILL.—If there are any particular answers you wish read we will read them.

Mr. SHACKLEFORD.—He has read direct interrogatories one, two, nine, eleven, fourteen——

Mr. BARNHILL.—We offer to read the whole deposition and you can object to it then. We will offer the whole deposition in evidence and not read it unless the Court desires to have it read.

COURT.—I think you might save time in that way. And you may state your objections.

Mr. COBB.—We object to interrogatory No. 3 for the reason that it is not the best evidence of the authority referred to is in writing.

Mr. BARNHILL.—On behalf of the receiver I object to direct interrogatory No. 3 and the answer thereto of the deposition of Wallace Hackett as not being the best evidence.

COURT.—State your objections for both the receiver and intervenors, without each repeating them.

Mr. COBB.—We object to the answer to inter-

rogatory No. 10 for the reason that it is not the best evidence and that the witness attempts to state his purpose. The contract itself is the best evidence.

Object to the last two sentences therein.

We make the same objection to interrogatory No. 15, and the answer thereto.

We object to this portion of answer to interrogatory No. 18, "Without consulting the bondholders or giving the matter much thought, I executed the waiver of June 13, 1904, the same apparently having been drawn by Messrs Malony & Cobb, attorneys for the receiver." We object to that because it is irrelevant and immaterial and the last part as not the best evidence.

We object to this: "I suppose it to be proper to execute it." on the ground that it is irrelevant and immaterial.

We object to this: "I did not at the time investigate the question as to whether my correspondence with the bank and the terms of the contract of Feb. 26, 1903, would authorize me to sign said consent and waiver. The receiver had copies of all of said correspondence and of the contract of Feb. 26, 1903, and I assumed because the receiver had requested the paper, that I was authorized to execute the same. The matter was brought to my attention subsequently in the year 1905, and after an examination of the contract and my correspondence with the bondholders, I am satisfied that I was not authorized by them to execute said documents of June 13, 1904." We object to it on the ground that it is irrelevant and

immaterial. Based upon the opinion of the witness upon a question of law which is for this Court to decide. The last part is further objectionable because it is not the best evidence.

We object to this portion of the answer of cross-interrogatory No. 2: "I have been satisfied in my own mind since October, 1905, after examining the contracts and correspondence relating thereto, that I was not authorized to sign said waiver," because it is irrelevant and immaterial and not the best evidence and that it is the mere opinion of the witness.

We object to this part of cross-interrogatory No. 3: "The statement therein contained that they consented to the orders of the Court allowing and giving such certificates priority over the mortgage bonds of the company, I believe is untrue." Because it is irrelevant and immaterial and the mere opinion of the witness and not the best evidence.

We also object to this part of the same answer: "I am satisfied that I went beyond my authority when I signed the waiver." For the reason that it is irrelevant and immaterial and not the best evidence.

We also object to this part of the same answer: "To the best of my recollection the first portion of the paper contained over my signature, as the same appears upon the waiver, was drawn in the office of Malony & Cobb and was sent to me by the receiver for signature" on the ground that it is irrelevant. Also to this portion "and the statements therein contained and above referred to as untrue, were signed

by me, relying upon the facts that the statements were perfectly proper, the latter having been submitted to the attorneys for the receiver," for the reasons given before.

Mr. SHACKLEFORD.—These are the answers to the cross-interrogatories?

Mr. COBB.—Yes.

We object to this portion of cross-interrogatory No. 5: "It was never intended that the rights of the bondholders should be jeopardized by any action on my part, nor had I any authority so to do," as irrelevant and immaterial and not the best evidence.

We object to this portion: "It was looked upon as a perfectly harmless gratification of a request by the receiver, inasmuch as it was based upon the payment of all of the certificates by the Nowells before the bonds were considered in reorganization," as irrelevant and not responsive to the question and the expression of the mere opinion of the witness.

We object to this portion of interrogatory No. 7: "None of the bondholders understood or consented that the certificates of the receiver to be issued under said contract should have priority in payment over the bonds, so far as I know. I am satisfied of the correctness of this statement for the reason that there is no provision in the MacDonald contract that the lien of the certificates provided for therein should be prior to any indebtedness. I know of no consent on the part of the bondholders that the certificates under the McDonald contract should have priority, unless the paper executed by me at the receiver's re-

quest on June 13th, should be construed to be authority by the agreement of Feb. 26, 1903, and the correspondence in connection therewith set out in this deposition"—as not responsive to the interrogatory, is the mere opinion of the witness and is in part hearsay.

We object to this portion of redirect interrogatory No. 19: "When I did so I was convinced that the proposition was false in law, and that so far as the bondholders were concerned I know nothing of their having accepted the Nowell view of the case. The question was never squarely presented to our minds until the time indicated when we were clear in the priority of the bonds." We object to that portion because it is irrelevant and immaterial and the mere opinion of the witness.

To this portion also: "The numerous and futile negotiations of Mr. Nowell were all based upon the assumption that he was to pay off the receiver's certificates in cash; and if that was done, the bondholders were willing to accept an interest in the new corporation." We object to that as not the best evidence. Also to this portion: "His failure to accomplish this result put a different phase upon the situation, and when we were called upon to examine it as a straight proposition, we have never had any leaning toward the priority of the certificates"—on the ground that it is irrelevant and immaterial and is the expression of the opinion of the witness.

We also object to this last part: "The fact that I signed the document presented to me by the re-

ceiver, was merely an act in accordance with many others of accepting in good faith any proposition coming from that source with a view of not obstructing a sale of the property"—as irrelevant and immaterial.

COURT.—With those objections in the record and overruled the whole of this deposition may be admitted.

Mr. COBB.—They may as well be marked as a Receiver's exhibit.

Mr. BARNHILL.—Very well then. I now ask that it be marked as filed by the receiver Exhibit No. 61.

Mr. SHACKLEFORD.—There are two parts.

COURT.—Let them be filed together both the same number.

Mr. BOYCE.—I think that some confusion may result from the fact that there are different numbers in them.

Mr. BARNHILL.—Some of the instruments in this record are marked by different numbers, and I ask that it be marked as Receiver's Exhibit No. 61, together with the documents therein.

COURT.—It may be done.

(Whereupon the following was marked as Receiver's Exhibit No. 61:)

**Receiver's Exhibit No. 61 [Commission to Take Testimony and Interrogatories Propounded to Wallace Hackett].**

April 12, 1907. Recr's Exhibit 61. A. W. Fox, Deputy Clerk.



*In the District Court for the District of Alaska, Division No. 1, at Juneau.*

No. 603.

DECKER BROS.,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING COMPANY et al.,

Defendants.

INTERNATIONAL TRUST COMPANY,

Defendant and Cross-complainant.

COMMISSION TO TAKE TESTIMONY.

The United States of America to Sumner H. Foster,  
Notary Public, 1117 Old South Building, Boston,  
Massachusetts, Greeting:

Whereas, it appears to the above-entitled court that Wallace Hackett, of Portsmouth, N. H., is a material witness in a certain action now pending in said Superior Court, and entitled as above and that the personal attendance of said witness cannot be procured at the trial of said action, we, in confidence of your prudence and fidelity, have appointed you, and do by these presents appoint you, a Commissioner to examine said witness, and, therefore, we authorize and empower you at certain days and places, to be by you for that purpose appointed, diligently to examine said witness on the interrogatories annexed to this commission, in respect to the questions in dispute

herein, and upon the interrogatories direct and cross, and upon his oath first taken before you, and cause said examination of said witness to be reduced to writing, and signed by the said witness and by yourself, and then certify and return the same annexed to this commission, in a sealed envelope, unto the Court above entitled, directed to the Clerk thereof, by mail or other usual channel of conveyance, with all convenient speed, inclosed under your seal.

Witness, the Honorable ROYAL A. GUNNISON, Judge of the District Court for the District of Alaska, Division No. 1, and attest my hand and the seal of said Court, this 23rd day of February, 1907.

[Seal]

C. C. PAGE,

Clerk.

[Endorsed]: Original. No. 603. In the District Court for the District of Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay M. & M. Co. et al., Defendants. International Trust Co., Defendant and Cross-complainant. Commission to Take Testimony. Shackleford & Lyons, J. J. Boyce, Attorneys for International Trust Co. Office, Juneau, Alaska.

*In the District Court for the District of Alaska, Division No. 1, at Juneau.*

DECKER BROS.,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING COMPANY et al.,

Defendants.

INTERNATIONAL TRUST COMPANY,  
Defendant and Cross-complainant.

INTERROGATORIES TO BE PROPOUNDED  
TO WALLACE HACKETT OF PORTSMOUTH, N. H.

Interrogatory 1. This is an action to foreclose a mortgage, given on the 1st day of July, 1896, by the Berners Bay Mining & Milling Company to the International Trust Company, of Boston, Massachusetts, to secure an issue of bonds amounting to \$500,000. The receiver of the Berners Bay Mining & Milling Company has answered the foreclosure, and set up that a certain number of Receiver's certificates issued in the above-entitled action constitute a prior lien upon the properties in the hands of the receiver herein, and reference is made in the answer of the receiver to a certain written statement on file in the said action, in words and figures as follows, to wit:

*“In the United States District Court for the District  
of Alaska, Division No. 1.*

No. 603.

DECKER BROS.,

Plaintiffs,

vs.

BERNERS BAY MINING & MILLING CO. et al.,  
Defendants.

Whereas, the holders of the bonds of the defendant companies, in the above suit, viz., the Berners Bay Mining & Milling Co., the Northern Belle Gold Mining Co., the Seward Gold Mining Co., and the Ophir Gold Mining Co., did consent to the issuance of the Receiver's certificates in this case, and the orders of the Court allowing and giving such certificates priority over the mortgage bonds of said Companies, but such consent never formally entered *or* record herein.

Now, for the purpose of making such consent a matter of record, I, Wallace Hackett, for myself and as Trustee and holder of said bonds, shown in the list hereto attached, do hereby consent to and waive any and all objections to the orders of the Court herein authorizing said certificates and future issues thereof, and giving the same priority over said bonds.

(Signed) WALLACE HACKETT.”

“In the matter of the bonds of the Berners Bay Mining & Milling Company, deposited with the un-

dersigned trustee, I will state that the entire issue of bonds amounted to \$500,000. consisting of the face value of \$1000 each, numbered from 1 to 500, inclusive, issued under a mortgage to the International Trust of Boston. That owing to the peculiar situation of the property, the bonds being widely scattered, the interest on the bonds having been defaulted, the property in Alaska having passed into the hands of a receiver appointed under authority of the U. S. Court, and receiver's certificates of more than \$200,000 having issued, all of which placed the bonds in great jeopardy: Acting under the request of the holders of a majority of the bonds, I addressed to all of the bondholders a letter setting forth the above facts in February, 1903, asking their consent to represent them in negotiations looking to a sale of the property whereby there was a chance of the bonds being paid, etc., and asking for full authority in the premises, stating in the letter that by depositing their bonds with me they would assent to the terms of the letter and contract existing between myself and other owners of the property under which we sought to liquidate the sale.

In response to this letter I received on deposit 498 of the 500 bonds issued. Every bond, whose existence we could trace, was deposited with me. Two bonds have been lost, being #406 and #407. For these I deposited security with the International Trust Company, and that Company then issued a release of the mortgage at my request.

The list of the owners of bonds and amounts held by them is as follows:

John K. Bates, Portsmouth, N. H.....	283
Edward Hobart, East Bridgewater, Mass.....	32
Wallace Hackett, Portsmouth, N. H.....	27
A. G. Webster, Boston, Mass.....	25
C. O. Bigelow, New York.....	12
Thomas Stokes, New York.....	10
H. S. Sprague, Providence, R. I.....	10
F. G. Landon, New York.....	10
F. L. Slade, New York.....	5
J. Seaver Page, New York.....	5
G. M. Nowell, Boston, Mass.....	5
C. D. Sabin, New York.....	5
Mary A. Nichols, New York.....	5
Julia A. Ferguson, New York.....	5
Kidder, Peabody & Co., Boston, Mass.....	5
E. G. Loomis, Boston, Mass.....	5
W. E. Garrison, New York.....	6
George K. McLeod, Rochester, N. Y.....	5
Harriett M. Backus, Rochester, N. Y.....	5
Ogden Backus, Rochester, N. Y.....	6
W. A. Whittlesey, New York.....	5
Francis E. Taylor, New York.....	3
Strafford National Bank, Dover, N. H.....	3
Augustus White, New York.....	3
Harriett P. Lamkin, Boston, Mass.....	3
R. B. Roosevelt, New York.....	4
G. W. Morse, Boston, Mass.....	2
G. Lamkin, Boston, Mass.....	1
C. W. Brega, Boston, Mass.....	1

Ida M. Hartley, Boston, Mass.....	1
J. F. Plummer, Jr.,.....	1

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(Sg.) WALLACE HACKETT.

State of New Hampshire.

Personally appeared before me, Wallace Hackett, to me well known, and made oath that the foregoing statement by him subscribed is true, this 13th day of June, 1904.

(Sd.) HOWARD ANDERSON,  
Notary Public.''

—and it is claimed that by virtue of this statement, executed by you on the 13th day of June, 1904, the prior lien of the said mortgage and the bonds thereby secured was made subject to the lien of the Receiver's certificates issued in the said action. In the said statement, reference is made to a certain circular letter addressed to all the bondholders, in February, 1903, asking their consent to represent them in negotiations looking to a sale of the property; have you the original draft of said letter or one of said circular letters? If so, please produce the same at the taking of this testimony, have it marked as an exhibit, and identify the same in your evidence.

Interrogatory No. 2. Reference is made in said statement to a certain contract existing between yourself and the other owners of the property under which you sought to liquidate the sale. At the taking of this testimony, please produce and identify in your evidence and have attached to your deposition a dup-

licate original of said contract and a copy of said contract as transmitted by you to the bondholders of the Berners Bay Mining & Milling Company.

Interrogatory No. 3. State particularly what authority, either written or verbal, you received from all or any of the said bondholders to waive the lien of the said mortgage or to execute the written statement incorporated in Interrogatory No. 17.

Interrogatory No. 4. State what, if any, bondholders you consulted with prior to the execution of the written statement of June 13, 1904, incorporated in Interrogatory No. 1, and, if your consultations were in writing, produce the same at the taking of this deposition, identify them, and have them attached to your deposition.

Interrogatory No. 5. If any of the bondholders were notified that you intended to execute the said written statement incorporated in Interrogatory No. 1, and consented orally to your so doing, state who they were and what was said and done with reference thereto by said bondholders?

Interrogatory No. 6. Was the agreement of February, 1893, mentioned in the said written statement incorporated in Interrogatory No. 1, ever carried out according to its terms, or otherwise, and if so, state what was done and how the same was carried out or consummated?

Interrogatory No. 7. Were the Johnson properties mentioned in the agreement of February, 1903, ever conveyed by any of the parties to said agreement, or by anyone else, as in said agreement provided?



Interrogatory No. 8. What, if anything, was done toward the organization of a corporation to take over all of the Berners Bay property, including the said Johnson mines, as in the said agreement provided?

Interrogatory No. 9. In the last paragraph of your statement of June 13, 1904, reference is made by you to the deposit of 498 bonds with the International Trust Company, and the execution of a release of the mortgage deed of trust of July 1, 1896; at and prior to the deposit of the said 498 bonds with the International Trust Company and the execution of said release, what, if any, communication did you have with the holders of the said 498 bonds relative to the securing of said release and the delivery of the same to you? Please attach such communications as you received from said bondholders relative to the deposit of said bonds and the execution of said release, and also attach the original draft, or one of the circular letters, if any addressed to the first mortgage bondholders of the defendant, Berners Bay Mining & Milling Company, asking authority to secure said release.

Interrogatory No. 10. At and prior to the time of the issuance of said release by the Trust Company, state fully what was said and done between yourself and the said mortgage bondholders, either orally or in writing, and not stated in answer to your previous interrogatories, setting forth fully all of the facts and transactions, if any, wherein and whereby you were authorized by the said first mortgage bondholders to waive the lien of the said first mortgage bonds

in favor of the lien of the Receiver's certificates herein issued in this action?

Interrogatory No. 11. What became of the said release executed by the International Trust Company and delivered to you, as described in said written statement of June 13th?

Interrogatory No. 12. Was the said release ever delivered by you or any one acting for you; state exactly what was done with the same and what became of the same:

Interrogatory No. 13. Have you a certain circular letter issued by Thomas S., Frederick D., and Willis E. Nowell, dated Juneau, Alaska, March 14, 1903, requesting the bondholders under said mortgage to deposit their bonds with you; if so, please identify the same, and have it marked as an exhibit and attached to your deposition:

Interrogatory No. 14. It is pleaded in paragraph V of the answer of the receiver in this case, that on or about the 13th of June, 1904, you had become the owner and holder of 498 of the 500 bonds secured by said trust deed of July 1, 1896. State how many bonds you were the owner and holder of on that date and on any other dates between the first day of July, 1896, and the present date:

Interrogatory No. 15. It is pleaded in the answer of the receiver herein that in the year 1903 the stock and bondholders procured a contract to be made with one Joseph MacDonald; state what was done with reference to the procuring of the said contract by the bondholders by you and what the bondholders said and did, if anything, with reference to authoriz-

ing the lien of the mortgage of July 1, 1896, to be subjected to the lien of the Receiver's certificates issued in this action?

Interrogatory No. 16. State what was done pursuant to the said contract and what has become of the same.

Interrogatory No. 17. State what, if anything, was said and done by the bondholders under the said mortgage with reference to authorizing you to deposit the release of the said deed from the Trust Company with the First National Bank of Juneau, Alaska; state what conversations, instructions or other communications you had with the bondholders with reference to the circumstances under which the said release of said mortgage should be used so as to make the same effectual?

Int. 18. Give a full statement of any other facts or circumstances within your personal knowledge relating to the issues in this cause, as to the priority of the Receiver's certificates over the mortgage not elicited by the previous interrogatories.

JOHN J. BOYCE &  
SHACKLEFORD & LYONS,

Attorneys for International Trust Company.

[Endorsed]: No. 603. In the District Court, First Division, District of Alaska. Decker Bros., Plaintiff, vs. Berners Bay M. & M. Co. et al., Defendant. Original Interrogatories. Filed Feb. 8, 1907. C. C. Page, Clerk. By A. W. Fox, Deputy. Shackelford and Lyons, Attorneys for —————, Juneau, Alaska.

*In the District Court for Alaska, Division No. 1, at  
Juneau.*

No. 603.

DECKER BROS.,

Plaintiffs.

vs.

BERNERS BAY MINING & MILLING CO. et al.,  
Defendants.

CROSS-INTERROGATORIES TO BE PRO-  
POUNDED TO WALLACE HACKETT, A  
WITNESS FOR THE DEFENDANT INTER-  
NATIONAL TRUST COMPANY.

Cross-Interrogatory No. 1. Do you mean to be understood as now claiming that you had no authority to sign and execute the waiver copied out in direct interrogatory No. 1?

Cross-Interrogatory No. 2. If you say you do now so claim, how long have you been so claiming?

Cross-Interrogatory No. 3. The document set out in direct interrogatory No. 1 is sworn to. Do you mean to be understood as saying that you swore to something on the 13th day of June, 1904, which was not true?

Cross-Interrogatory No. 4. During all the times between January, 1898, and January, 1905, state if it is not a fact that, as one of the bondholders of the Berners Bay Mining & Milling Company, you were constantly being advised with and consulted in ref-

erence to the affairs of the receivership of the Berners Bay Company with reference to developing the properties in the hands of the receiver and extricating such properties from the financial embarrassment in which the company was placed? If you say you were, state if it is not a fact that Henry and William Endicott, Aaron Hobart and a number of others were also advised and consulted with by you in regard thereto, and in this connection state fully, as well as you can recall, all the persons holding bonds of the Berners Bay Mining & Milling Company who were consulted with?

Cross-Interrogatory No. 5. In the document set out in direct interrogatory No. 1 you make the statement that the "holders of the bonds of the defendant companies in the above suit, namely, the Berners Bay Mining & Milling Co., etc., did consent to the issuance of the receiver's certificates in this case and the orders of the Court allowing and giving such certificates priority over the mortgage bonds of said companies"; now state whether or not the statement so made by you was true or false. If you state that it was false, or qualify the truth of said statement in any respect whatsoever, state fully why you made such a statement at that time.

Cross-Interrogatory No. 6. It was a fact, was it not, that at the time you executed the instrument set out in the direct interrogatory No. 1 there had been deposited with you 498 of the bonds of the Berners Bay Mining & Milling Co.?

Cross-Interrogatory No. 7. Now, in reference to the contract between the receiver and Joseph Mac-

Donald, state if it is not a fact that you and the other bondholders of the Berners Bay Mining & Milling Company knew of and consented to all the terms of said contract, and if such bondholders did not consent that the certificates of the receiver to be issued under said contract should have priority in payment over the bonds of the Berners Bay Mining & Milling Company?

Cross-Interrogatory No. 8. Is it not a fact, Mr. Hackett, that there was never any pretense on the part of any of the bondholders of the Berners Bay Mining & Milling Company that the bonds were entitled to priority of payment over the receiver's certificates in this case until after the so-called reorganization committee composed of Messrs. Corning, Gillespie and Fairchild, became interested in their so-called plan of reorganization? If you say there was any such claim on the part of the bondholders at any time prior thereto, state how, when, and where, and by whom, such claim was made.

Cross-Interrogatory No. 9. Will you please state the face value of bonds held by you and the face value of receiver's certificates held by you?

Cross-Interrogatory No. 10. State precisely your agreement, if you have any, with Messrs. Corning, Gillespie and Fairchild, as to what you are to get in the event they succeed in carrying out their plan of reorganization. Is it not a fact that you have an agreement with them other and different from that contained in their prospectus and printed cir-

cular issued as a basis for the reorganization of the properties?

Cross-Interrogatory No. 11. On the 1st day of April, 1903, state whether or not you wrote T. S. Nowell a letter as follows:

“Portsmouth, N. H. April 1, 1903.

T. S. Nowell, Juneau, Alaska.

Dear Sir: Your letters of the 18th and 20th are at hand. The contract may stand as it is written so far as the bondholders are concerned. I enclose a copy of the document in printed form, which I am sending out to the bondholders where needed.

I have also written Messrs. Stokes, Fairchild and Slade. Now that matters are understood between us, I will send out letters to the other bondholders and get the bonds in as rapidly as I can, or at least give them an opportunity to come in; I do not know whether they are going to avail themselves of it or not.

Yours truly,

WALLACE HACKETT.”

Examine your letter-press book and state if you do not find therein a letter-press copy of the above letter, and if you did not mail the original to T. S. Nowell at Juneau, Alaska.

Cross-Interrogatory No. 12. State, Mr. Hackett, what was the contract referred to in said letters.

Cross-Interrogatory No. 13. Is it not a fact that under and pursuant to the letters mentioned as sent by you to the other bondholders you obtained altogether 498 of the bonds of the B. B. M. & M. Company to be delivered to you?

Cross-Interrogatory No. 14. At the time you were obtaining all these bonds from the various holders thereof, state whether or not there was any claim made and insisted upon by any of the bondholders that the bonds were entitled to priority of payment over the receiver's certificates in this case and if so, state by whom such claim was made.

Cross-Interrogatory No. 15. Mr. Hackett, is it not a fact that at the time these bonds were placed in your hands all the bondholders had recognized and consented to the issuance of receiver's certificates to be made a prior lien upon the Berners Bay property to the bonds?

Cross-Interrogatory No. 16. If you say they had not, then explain why you made a contrary statement in the document signed and sworn to by you, which is copied in the first direct interrogatory.

Cross-Interrogatory No. 17. State if it is not a fact that on or about the 2d day of October, 1903, you had a consultation with Mr. Endicott and Mr. John M. Graham, President of the International Trust Company, in regard to the matter of the receivership of the Berners Bay Mining & Milling Company and the procuring of a release from the Trust Company of the mortgage deed in trust upon the properties of the Berners Bay Mining & Milling Company.

Cross-Interrogatory No. 18. At the consultation referred to in the last cross-interrogatory is it not a fact that it was recognized and understood that the indebtedness of the receiver, including the receiv-



er's certificates, were a prior lien upon said property and would have to be paid prior to the bondholders receiving anything?

Cross-Interrogatory No. 19. If you answer the last cross-interrogatory in the negative, then state why you wrote T. S. Nowell on October 3, 1903, the following letter:

“Portsmouth, N. H., Oct. 3d, 1903.

T. S. Nowell, Juneau, Alaska.

Dear Mr. Nowell: I had a consultation with Mr. Endicott, and also with Mr. Graham of the Trust Company.

It will require \$5,710.00 to secure a release from the Trust Company. I have arranged with Mr. Graham to accept a deposit of bonds as security for that purpose. Mr. Endicott thinks we may as well go ahead now and complete the release and send it to Alaska under escrow agreement; I second the motion. I believe in securing this result while they are in the mood of it. I have accordingly discussed the preliminaries with Mr. Graham yesterday and am to-day preparing a contract to submit to the International Trust Company providing for the deposit of the bonds, etc., the result of which is that I will secure the release by Thursday, the 8th inst., I think. I propose to send the release at once to the First National Bank of Juneau under escrow agreement, with instructions for the bank to hold the release subject to your order under the following conditions:

First: The cash for the payment of receiver's debts must be deposited with the Court and the receivership discharged.

Second: A new corporation must be formed on a capitalization of \$5,000,000, and 25% of that capital stock transferred to me as trustee; when that is done then the release is to go on record. If the capitalization of the new company is in excess of five million dollars I am to receive the same proportion.

I send you this letter which in due course should reach you in about ten days. If I secure a release on the 8th I propose to send you a telegram, which it is quite likely will reach you before this letter, or possibly on the same boat, so you will understand matters, this being in the nature of an explanation of the situation.

Concerning the payment of the receiver's certificates, I suppose you have got to pay money into the court in order to get the receivership dissolved; then the Court will send the money to a bank in New York with a list of the certificates outstanding, together with the interest reckoned thereon, and the certificates may be redeemed at that bank in New York. I suppose that will be your process; will it not?

Very truly yours,  
WALLACE HACKETT."

Cross-Interrogatory No. 20. On March 30, 1905, state whether or not Mr. William Endicott wrote you the following letter, to wit:

“Boston, March 30, 1905.

Dear Mr. Hackett:

I have your letter of March 29th. I do not understand whether the plan to have two classes of preferred stock, A and B, has been adopted or only proposed. This falls in with my contention that I should insist upon the priority of the certificates being maintained. If provision is made that no mortgage should be made without the consent of the preferred shareholders, this will meet my objection to taking stock.

If you will bring about a settlement on the above plan and all the other certificate holders come in, I will surrender mine.

Hoping for the best, I remain,

Very truly yours,”

Did you receive such a letter and have you the same now in your possession? If so, mark the same for identification and attach it to your answers hereto. Have you done so?

Cross-Interrogatory No. 21. Now state, Mr. Hackett, if it is not a fact that at that time the preferred stock referred to in said letter was not the preferred stock provided for in the charter of the Alaska Nowell Gold Mining Company, and had reference to a proposition then pending to re-organize the Berners Bay Company by the issuance of preferred stock in lieu of the receiver's indebtedness

and of common stock in lieu of the bonds of the Berners Bay Mining & Milling Co.

Cross-Interrogatory No. 22. Is it not a fact that all of the bondholders who deposited their bonds with you in 1903 and 1904 were insisting, just as Mr. William Endicott was, that the receiver's certificates were entitled to priority in payment over the bonds of the Berners Bay Mining & Milling Company? Or if you say they were not so insisting, is it not a fact that they recognized and acquiesced in the proposition that the receiver's certificates should be first paid, and was it not a fact that the document you executed was in pursuance to and in recognition of this fact?

Cross-Interrogatory No. 23. If you have answered the last cross-interrogatory in the negative, then explain why you wrote Mr. William Endicott, the following letter:

“Portsmouth, N. H., March 31, 1905.

William Endicott, 33 Summer Street, Boston.

Dear Mr. Endicott: I am in receipt of yours of the 30th by which it seems that we are getting nearer together in our ideas, and I am very much pleased at that fact.

The proposition to have two classes of preferred stock is a proposal and not an adopted fact. Of course, nothing is adopted until the new corporation is established. The priority of the certificates will be maintained in the preferred stock, and no mortgages be made without the consent of the preferred stock as you suggest. Therefore, I cannot

see but what you are in line to accept the proposition.

In this connection I have to report that I have heard from all of the holders in New York and they have all agreed to accept the preferred stock in lieu of receiver's certificates, including the Mines Securities corporation, which is the one that I thought would stick out the strongest, with the exception of a certificate of \$3,000.

Mr. Gillespie has written me a letter on behalf of Mr. Stokes. I have also heard from Mr. Slade; and they have agreed to the proposition. I have not heard from anyone who does not agree to it, reckoning yourself as agreeing. I shall, therefore, telegraph Mr. Nowell on Tuesday to the effect that the eastern holders will practically accept that arrangement.

I think my position as trustee will enable me to adjust matters equitably between the different interest and materially advance the welfare of the proposition.

Very truly yours,  
WALLACE HACKETT."

MALONY & COBB,

Attorneys for Berners Bay Mining & Milling Company and Other Defendants Except International Trust Co.

[Endorsed]: Original No. 603. In the District Court for the District of Alaska, Division No. 1 at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co., Defendants. Cross-Interrogatories to be Propounded to Wallace Hackett, etc. Filed Feb. 20, 1907. C. C. Page, Clerk. By

A. W. Fox, Deputy. Malony & Cobb, Attorneys for Defendant's Office, Juneau, Alaska.

[Title of Court and Cause No. 603.]

OBJECTIONS OF THE INTERNATIONAL TRUST COMPANY TO CROSS-INTERROGATORIES PROPOSED BY MESSRS. MALONY & COBB, ATTORNEYS FOR BERNERS BAY MINING & MILLING CO., AND DEFENDANTS OTHER THAN THE RECEIVER AND INTERNATIONAL TRUST COMPANY IN CASE NO. 608.

I.

Comes now the International Trust Company, by its attorneys, and objects to all the cross-interrogatories proposed by Messrs. Malony & Cobb, attorneys for certain defendants herein, for the reason that the issues to which the direct interrogatories of the International Trust Company are directed are between the International Trust Company, and the Receiver of the Berners Bay Mining & Milling Company, and other defendant companies, and that the issues in no way affect the rights of the companies for whom the said firm of attorneys assume to appear, the matters sought to be elicited being pertinent only to issue relative to the priority of the mortgage and receiver's certificates.

II.

And the International Trust Company objects generally to all of the said cross-interrogatories for the reason that it appears that the said cross-interrogatories are direct to the question as to whether a portion of the bondholders did not assent to the issuance of Receiver's certificates, whereas the question in issue in this cause is the question as to

whether the Trustee, acting for all of the bondholders, assented; this objection, therefore, is made on the ground that the cross-interrogatories are irrelevant, incompetent and immaterial.

### III.

Reserving the general objections to each of the cross-interrogatories set out in the last two paragraphs, the International Trust Company objects to cross-interrogatory No. 8 as incompetent, irrelevant, immaterial and not proper cross-examination for the reason that the mortgage of the International Trust Company herein is and constitutes a prior lien upon the properties by virtue of law, and that it was not necessary or incumbent upon the trustee, or any of the bondholders, to assert the priority of the said lien or to deny the priority of the receiver's certificates.

### IV.

Reserving the general objections in I and II, above set forth, to all of the cross-interrogatories, and referring to cross-interrogatory No. 10, the International Trust Company objects to the same for the reason that it is incompetent, irrelevant and immaterial to any of the issues in this cause, and not proper cross-examination and refers to matters and things between the said Wallace Hackett and third parties, which could not affect in any way the issue as to the priority of the mortgage over the receiver's certificates.

### V.

Reserving the general objections in Nos. I and II to all of the cross-interrogatories, and referring to cross-interrogatory No. 11, the International Trust Company objects to the same for the reason that it is incompetent, irrelevant and immaterial.

## VI.

And reiterating the objections in Nos. II and I to all of the cross-interrogatories as hereinabove set forth, objects to cross-interrogatory No. 12 for the reason that the same is incompetent, irrelevant, immaterial and not proper cross-examination.

## VII.

And referring to cross-interrogatory No. 13, and reiterating the objections in Nos. I and II hereinabove set forth to all of the cross-interrogatories, the International Trust Company objects to the same for the reason that it is incompetent, irrelevant and immaterial, and not proper cross-examination.

## VIII.

And referring to cross-interrogatory No. 15 and reiterating the objections in Nos. I and II above set forth to all of the cross-interrogatories, the International Trust Company objects to the same for the reason that it is incompetent, irrelevant, immaterial and not proper cross-examination, and for the reason that the mortgage lien constitutes a prior lien in law, and that it was not necessary that the bondholders, or anyone in their behalf, should insist that the mortgage was entitled to priority over the receiver's certificates.

## IX.

Referring to cross-interrogatory No. 18, and reiterating the general objections in Nos. I and II hereinabove set forth to all of the cross-interrogatories, the International Trust Company objects to the same



for the reason that it is incompetent, irrelevant and immaterial, and calls for a conclusion of the witness instead of a statement of what occurred, and is not proper cross-examination.

X.

Referring to cross-interrogatory No. 19, the International Trust Company reiterates the general objections to Nos. I and II, hereinabove stated, to all of the cross-interrogatories, and objects to the same further on the ground that it is incompetent, irrelevant and immaterial, and for the reason that the same is not binding upon the International Trust Company, and is not proper cross-examination, and for the further reason that it appears from the face of the letter recited therein that the same refers to a plan of reorganization as between a portion only of the parties interested under the said trust deed, and which plan, it appears, was never consummated or carried into effect.

XI.

Referring to cross-interrogatory No. 20 and reiterating the general objections in Nos. I and II, above set forth, to all cross-interrogatories, the International Trust Company objects to the same for the reason that the same is incompetent, irrelevant and immaterial, not binding upon the Trust Company or bondholders as a whole, and for the reason that the same appears to refer to a plan of reorganization which never became operative and which was never consummated, and for the general reasons that the same is incompetent, irrelevant, immaterial and not proper cross-examination.

## XII.

Referring to cross-interrogatory No. 21, the International Trust Company reiterates the objections Nos. I and II, above set forth, to all cross-interrogatories, and objects to the same further upon the ground that the matters sought to be elicited are incompetent, irrelevant and immaterial, and it refers to a reorganization scheme, not to any active waiver on the part of the parties, which said reorganization, it appears was never consummated.

## XIII.

Referring to cross-interrogatory No. 22, the International Trust Company reiterates objections Nos. I and II, above set forth, to all cross-interrogatories, and objects to the same for the reason that the same is incompetent, irrelevant and immaterial, and not binding upon the Trust Company, and objects to the latter portion of the same for the further reason that it does not appear that the proposition as to whether the priority of the receiver's certificates over the bonds was ever before any of the said bondholders, except Wallace Hackett.

## XIV.

Referring to cross-interrogatory No. 23, the Trust Company reiterates the general objection in Nos. I and II hereinabove set forth, to all cross-interrogatories, and objects further on the ground that the same is incompetent, irrelevant, immaterial, not binding upon the Trust Company, and for the further reason that the matters referred to in said cross-interrogatory appear to be matters concerning a pro-

posed compromise and adjustment by way of a plan of reorganization and do not refer to the authority of the said Wallace Hackett to execute any waiver of the lien of the trust deed sought to be foreclosed herein.

J. J. BOYCE,  
SHACKLEFORD & LYONS,

Attorneys for International Trust Company.

[Endorsed]: Original. No. 603. In the District Court for the District of Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay M. & M. Co. et al., Defendants. International Trust Co., Defendant and Cross-Complainant. Objections to Cross-Interrogatories. Filed Feb. 23, 1907. C. C. Page, Clerk. By A. W. Fox, Deputy. Shackelford & Lyons & J. J. Boyce, Attorneys for International Trust Co. Office, Juneau, Alaska.

[Title of Court and Cause No. 603.]

INTERNATIONAL TRUST COMPANY'S REDIRECT INTERROGATORY NO. 19, PROPOSED FOR REDIRECT EXAMINATION OF WALLACE HACKETT.

Redirect Interrogatory No. 19. After giving your answers to any of the cross-interrogatories propounded by Messrs. Malony & Cobb, attorneys for certain defendants herein, said cross-interrogatories being numbered from 1 to 23, inclusive, state fully, referring to the number of any of the said cross-interrogatories which you may have answered, any matters, facts, conversations or transactions which may have occurred, by way of explanation of the said answers, or of the matters referred to in said interrogatories, and attach, if there be any orig-

inal documents with full explanation as to the same which you have, which may be pertinent to the explanation of the said cross-interrogatories and their answers.

J. J. BOYCE,

SHACKLEFORD & LYONS,

Attorneys for International Trust Company.

[Endorsed]: Original. No. 603. In the District Court for the District of Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay M. & M. Co. et al., Defendants. International Trust Co. Defendant & Cross-Complainant. Redirect Interrogatory No. 19. Filed Feb. 23, 1907. C. C. Page, Clerk. By A. W. Fox, Deputy. Shackelford & Lyons & J. J. Boyce, Attorneys for International Trust Co. Office: Juneau, Alaska. 603. E. O. Decker et al., vs. Berners Bay Mining & Milling Co. et al. Commission to Take Testimony.

**Receiver's Exhibit No. 61 [Deposition of Wallace Hackett].**

April 12, 1907. Recr's Exhibit 61. A. W. Fox, Deputy Clerk.

[Title of Court and Cause No. 603.]

Pursuant to the commission to take testimony in the above-entitled action dated February 23, 1907, I, Sumner H. Foster, a notary public for the Commonwealth of Massachusetts, hereby certify that I appointed March 16, 1907, at my office, 1117 Old South Building, Boston, Massachusetts, as the time and place for taking the testimony of Wallace Hackett of Portsmouth, New Hampshire, and so notified said Hackett; that said Wallace Hackett appeared at the time and place appointed and was sworn by me that his answers to the interrogatories,

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direct and cross, should be the truth, the whole truth and nothing but the truth, and that he was then examined by me and his answers reduced to writing, and that said answers were signed by the said Hackett and by me and are annexed to this commission.

In witness whereof, I hereto set my hand and notarial seal this sixteenth day of March, 1907.

[Seal]

SUMNER H. FOSTER,

Notary Public.

Answer to Interrogatory No. 1. Yes, I have in my possession one of the circular letters referred to. It is dated, however, March 31, 1903. It is one that was issued by me and passed into the possession of one of the bondholders and was subsequently returned into my possession. I file it herewith and identify it by marking it "W. H. Exhibit No. 1."

I also offer in evidence circular letter to the bondholders of the Berner's Bay Mining & Milling Company, dated Juneau, Alaska, March 14, 1903, signed Thomas S. Nowell, Frederick D. Nowell, Willis E. Nowell, and identify it by marking it "W. H., Exhibit No. 2."

Answer to Interrogatory No. 2. I hereby produce a printed copy of the contract referred to, being the only copy of the same in my possession, and attach it hereto and mark it "W. H. Exhibit No. 3," the same being dated the 26th day of February, 1903. This is the agreement referred to in my statement of June 13, 1904.

Answer to Interrogatory No. 3. I would answer Interrogatory No. 3 by stating that I have never

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received any authority, either written or verbal, from any of the bondholders to waive the lien of the mortgage or execute the written statement incorporated in Interrogatory No. 1 unless the circular letter and the contract of February 26, 1903, together with the deposit of bonds thereunder, would constitute such authority.

Answer to Interrogatory No. 4. I have no recollection of having held any consultation with any bondholders prior to the execution of the written statement of June 13, 1904. I have no written evidence of such consultations. If they occurred they were verbal.

Answer to Interrogatory No. 5. The answer to Interrogatory No. 4 answers this interrogatory.

Answer to Interrogatory No. 6. The agreement of February 26, 1903, was an optional arrangement for the reorganization of the property of the Berner's Bay Mining & Milling Company, and the same was never consummated or carried out, but has lapsed and been abandoned, owing among other things to the failure of the parties of the third part to provide for the payment of the receiver's certificates according to their covenant so to do contained in clause second of said agreement.

Answer to Interrogatory No. 7. No. The Johnson properties mentioned in said agreement of Feb. 26, 1903, were never conveyed by said Thomas S. Nowell, Willis E. Nowell and Frederick D. Nowell as provided in said agreement of Feb. 26, 1903; but I am informed that since said Feb. 26, 1903, said prop-

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erties have been adjudicated not to belong to the said Thomas S. Nowell, Willis E. Nowell, and Frederick D. Nowell as by them represented in said agreement, but have been adjudicated to be the property of the said Berner's Bay Mining and Milling Company.

Answer to Interrogatory No. 8. So far as I know, nothing has been done toward the organization of a corporation to take over the Berner's Bay property, including the Johnson mines, in accordance with the contract of Feb. 26, 1903.

Answer to Interrogatory No. 9. I attach a copy of circular letter dated Boston, Mass., Oct. 8, 1903, and mark the same "W. H., Exhibit No. 4." It is the only one in my possession. The form of the assent referred to does not appear on this copy. This release was obtained for the purpose of using the same in case the objects of the contract of Feb. 26th were accomplished. I did not in any conversation with the bondholders express any intention of delivering and making effective the release unless the provisions of the contract of Feb. 26, 1903, were fully carried out, including the second clause containing the covenant on the part of the Nowells to secure a discharge of all the receiver's indebtedness. I never had any intention of using the release except upon the final consummation of the reorganization as contemplated in the agreement of Feb. 26, 1903.

Answer to Interrogatory No. 10. At the time of the issuance of said release there were no consultations between myself and other bondholders. Prior thereto all bondholders with whom I came into com-

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munication were made aware that if the receiver's certificates were paid off in cash by the Nowells, the release would be used, otherwise not. The sole purpose of securing the release was to have it in readiness in the event of a contract being entered into by the Nowells which would enable them to pay off the receiver's certificates in cash. It was never contemplated by me, or any other bondholder, to my knowledge, to recognize the priority of the receiver's certificates to the bonds in any way or manner except as above indicated.

Answer to Interrogatory No. 11. The release executed by the International Trust Company was placed in escrow with the First National Bank at Juneau, with instructions to deliver the same upon the final accomplishment of all of the conditions contained in that certain contract between Joseph McDonald and F. D. Nowell and others, dated on the 13th day of May 1904, a copy of which is hereto attached, marked "W. H., Exhibit No. 5." Subsequently Joseph McDonald surrendered his option to purchase under the contract, and in the year 1905, at my request, the release was returned and subsequently deposited with the International Trust Company of Boston. It was cancelled, and the bonds deposited for the purpose of securing said release were returned by the International Trust Company to me, and by me to the respective owners thereof.

Answer to Interrogatory No. 12. Said release was never delivered by me to anyone, or by anyone acting for me. It was held in escrow as described in



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the previous answer and subsequently returned and cancelled.

Answer to Interrogatory No. 13. I have the letter referred to and have already filed it as an exhibit in this deposition, and marked the same "W. H., Exhibit No. 2."

Answer to Interrogatory No. 14. I never at any time between July 1, 1896, and the present date, have been the owner and holder of more than twenty-seven (27) bonds of the Berner's Bay Mining & Milling Company, which is the number of the bonds of said Company which I hold on the 13th day of June, 1904, and at the present date.

Answer to Interrogatory No. 15. So far as the bondholders were concerned they never procured a contract to be made with Joseph McDonald or with anyone else. All the various contract which have been made looking to the reorganization of the Berner's Bay property up to 1905, have been upon the initiative and by the procurement of Thomas S., Willis E., and Frederick D. Nowell. The authorization of the bondholders to a release of their security was made in contemplation of a contract then pending with the Venture Company of London. Without going back to the bondholders for a renewal of authority or a transference of such authority from the contract of the Venture Company to a similar contract with others, Mr. Nowell proceeded with subsequent negotiations, on the assumption that such authority having been given in the case of the Venture Company, the bondholders would ratify as subse-

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quent with somebody else on similar lines. None of the bondholders have said or done anything with reference to authorizing me to subject the lien of the mortgage to the lien of the Receiver's certificates, unless the contract of Feb. 26, 1903, together with the circular letters to the bondholders in reference to said contract hereinbefore set out, would constitute such authority.

Answer to Interrogatory No. 16. This interrogatory has been answered by answers to previous interrogatories.

Answer to Interrogatory No. 17. None of the bondholders have ever said or done anything with reference to authorizing me to deposit the release of said deed, save and except such action as they may have taken under circular letter of Oct. 8, 1903, by signing the form of assent at the bottom thereof; and save and except the fact that I verbally informed some of the bondholders that the release had been forwarded to the First National Bank in Juneau in escrow, with instructions to deliver the same upon final consummation of the McDonald contract.

Answer to Interrogatory No. 18. After the appointment of Mr. F. D. Nowell as receiver about the year 1899, it was represented to me by the receiver and Thomas S. Nowell that the receiver had become indebted in large sums of money for receiver's expenses; and that said expenses constituted a prior lien upon the property. I made no investigation upon this subject. As to what may have been said and done with other bondholders, I am not in a position to state. In February, 1903, the contract with

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Thomas S., Willis E., and F. D. Nowell, was executed at the instance and request of Thomas S. Nowell, for the purpose of providing means for the reorganization of the property. The question of the priority of the receiver's certificates did not appear at that time to be of particular moment. Said Thomas S., Willis E., and F. D. Nowell had undertaken upon their own responsibility to covenant that all of the receiver's certificates would be paid; which they have failed to do up to the present time. In June 1904, I received a request from Frederick D. Nowell, receiver, to execute the consent and waiver set forth in Interrogatory No. 1. I had been informed that all the receiver's certificates would be paid within a very short time under the operation of the McDonald contract. Without consulting the bondholders or giving the matter much thought, I executed the waiver of June 13, 1904, the same apparently having been drawn by Messrs. Malony & Cobb, attorneys for the receiver. I sent said release to F. D. Nowell, believing that paper was perfectly proper to execute, and because the receiver had requested the same and had had the same drawn by his attorneys, I supposed it to be proper to execute it. I did not at the time investigate the question as to whether my correspondence with the bank and the terms of the contract of Feb. 26, 1903, would authorize me to sign said consent and waiver. The receiver had copies of all of said correspondence and of the contract of Feb. 26, 1903, and I assumed because the receiver had requested the paper, that I was authorized to execute

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the same. The matter was brought to my attention subsequently in the year 1905, and after an examination of the contract and my correspondence with the bondholders, I am satisfied that I was not authorized by them to execute said document of June 13, 1904.

Answer to Cross-interrogatory No. 1. I have no claim to make with reference to my authority to sign the waiver copied in direct Interrogatory No. 1.

Answer to Cross-interrogatory No. 2. I have no claim to make in reference to the same, but I have been satisfied in my own mind since October, 1905, after examining the contracts and correspondence relating thereto, that I was not authorized to sign said waiver.

Answer to Cross-interrogatory No. 3. It appears that the matters set forth in the affidavit following my signature of the waiver were dictated by myself and sworn to, and that there is nothing in said statement subsequent to my signature to the waiver, as set out in Interrogatory No. 1, which is untrue. The waiver proper contains the recital that the holders of the bonds did consent to the issuance of the receiver's certificates. This I am satisfied is not true. The statement therein contained that they consented to the orders of the Court allowing and giving such certificates priority over the mortgage bonds of the company, I believe is untrue. I am satisfied that I went beyond my authority when I signed the waiver. To the best of my recollection the first portion of the paper contained over my signature, as the same appears upon the waiver, was drawn in the office of Malony & Cobb and was sent to me by the receiver for signature; and the statements therein contained

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and above referred to as untrue, were signed by me, relying upon the facts that the statements were perfectly proper, the matter having been submitted to the attorneys for the receiver.

Answer to Cross-interrogatory No. 4. From time to time Mr. Thomas S. Nowell and Mr. F. D. Nowell have submitted various propositions to me and to other bondholders looking to a sale of the property in the hands of the receiver and providing for optional contracts with proposed purchasers. Said matters were discussed between myself and Mr. Henry Endicott. I have rarely, if ever, come into personal contact with other bondholders.

Answer to Cross-interrogatory No. 5. I have already explained that the document was signed by me on request of the receiver, having been prepared by the receiver's attorneys. It was signed without due consideration and at a time when it seemed unimportant whether there was any priority in the securities or not. It was never intended that the rights of the bondholders should be jeopardized by any action on my part, nor had I any authority so to do. It was looked upon as perfectly harmless gratification of a request by the receiver, inasmuch as it was based upon the payment of all of the certificates by the Nowells before the bonds were considered in reorganization.

Answer to Cross-interrogatory No. 6. At the time the consent referred to was executed, there was on deposit with the International Trust Company four hundred and ninety-eight (498) of the the five hundred (500) bonds to protect the company in issuing

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the release which was placed in escrow at the First National Bank to be delivered upon the purchase of the property by third parties, as described in the direct examination. The four hundred and ninety-eight bonds had previously been deposited with me.

Answer to Cross-interrogatory No. 7. About the first of June, 1905, a document purporting to be a copy of the McDonald contract, which I have attached to my direct examination and marked "Exhibit No. 5," was submitted to me and also to Henry Endicott. None of the bondholders understood or consented that the certificates of the receiver to be issued under said contract should have priority in payment over the bonds, so far as I know. I am satisfied of the correctness of this statement for the reason that there is no provision in the McDonald contract that the lien of the certificates provided for therein should be prior to any indebtedness. I know of no consent on the part of the bondholders that the certificates under the McDonald contract should have priority unless the paper executed by me at the receiver's request on June 13th should be construed to be authority by the agreement of Feb. 26, 1903, and the correspondence in connection therewith set out in this deposition.

Answer to Cross-interrogatory No. 8. I do not know that any of the bondholders have ever discussed the priority of the lien of the receiver's certificates over the mortgage prior to the fall of 1905, and subsequent to the proposed reorganization of Messrs. Corning, Gillespie and Fairchild. I know that ever since Feb. 26, 1903, and up to the time of the an-

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nouncement of the Corning, Gillespie and Fairchild reorganization, it was expected that Thomas S. Nowell, Willis E. Nowell and F. D. Nowell, would procure some means for the payment of the receiver's certificates.

Answer to Cross-interrogatory No. 9. I hold bonds to the amount of twenty-seven thousand (\$27,000) dollars. I hold no certificates.

Answer to Cross-interrogatory No. 10. It is true I hold an agreement from the reorganization committee to receive for services rendered in assisting the reorganization, one hundred thousand (\$100,000.00) dollars of common stock in the new company if it is successfully reorganized.

Answer to Cross-interrogatory No. 11. I have examined my letter-press book and find that I wrote Mr. Nowell, April first, a letter which contained, among other things, the words quoted in Cross-interrogatory No. 11.

Answer to Cross-interrogatory No. 12. It referred to contract of Feb. 26, 1903.

Answer to Cross-interrogatory No. 13. Yes.

Answer to Cross-interrogatory No. 14. The question of the priority of receiver's certificates over the bonds was not discussed at all.

Answer to Cross-interrogatory No. 15. No.

Answer to Cross-interrogatory No. 16. I signed the document described in Interrogatory No. 1 evidently without giving the same sufficient consideration, and relying upon the truth of the statements therein made, not upon my own knowledge, but upon

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the belief that the receiver and the receiver's attorney would not send a statement to me for signature which was false in fact.

Answer to Cross-interrogatory No. 17. Yes.

Answer to Cross-interrogatory No. 18. It is not a fact that it was recognized and understood that the indebtedness of the receiver, including the receiver's certificates, were a prior lien upon the property and would have to be paid prior to the bondholders receiving anything.

Answer to Cross-interrogatory No. 19. The letter dated Oct. 3, 1903, was written to Mr. Nowell because under the provisions of the contract of Feb. 26, 1903, Mr. F. D., Mr. T. S., and Mr. W. E. Nowell were obligated to see that the receiver's indebtedness was paid and discharged. We were willing that they should do this if they could accomplish a sale of the property and secure for the bondholders a twenty-five (25%) per cent interest in the capital stock. Concerning the last paragraph of the letter, I would state that a number of the receiver's certificates were held in the east; that any money which I could secure for the liquidation of receiver's certificates held in the east should be paid at some eastern point for the purpose of taking up these certificates.

Answer to Cross-interrogatory No. 20. I find the letter referred to from William Endicott, dated March 30, 1905, and annex the same to my deposition, having marked it "W. H., Exhibit No. 6."

Answer to Cross-interrogatory No. 21. To the



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best of my recollection the preferred stock referred to in the letter had reference to a proposition pending to reorganize the Berner's Bay property to be issued in lieu of receiver's certificates, and of common stock in lieu of bonds, but that the proposition was never carried into effect, and the correspondence had no relation whatever to the question as to whether in fact and in law the lien of the bonds was ahead of the certificates.

Answer to Cross-interrogatory No. 22. The answer is not to both paragraphs of the Interrogatory.

Answer to Cross-interrogatory No. 23. The letter evidently referred to some projected reorganization scheme, of which there were so many, and none of which were successful, and to what Mr. Endicott and I would do at the request of Mr. Nowell if the properties could be reorganized upon an amicable basis.

Answer to Redirect Interrogatory No. 19. I think the answers to the Interrogatories and to the Cross-interrogatories herein contained practically cover the Redirect Interrogatory No. 19. But in order to make my meaning plain I will state that until 1905, I was personally concerned in furthering the ambitions of Mr. Thomas S. Nowell to sell the Berner's Bay property and rendered him every assistance in my power to that end. It had been represented to me by him and by the receiver that as a matter of law the priority of the certificates had been established by the District Court, and that the Court had held the bonds subject to the lien of the certifi-

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ates. I had not given that question any serious consideration. Our negotiations had not reached a time when we were confronted with the necessity of seriously and closely examining that point. When I did so, I was convinced that the proposition was false in law, and that so far as the bondholders were concerned I know nothing of their having accepted the Nowell view of the case. The question was never squarely presented to our minds until the time indicated when we were clear in the priority of the bonds. The numerous and futile negotiations of Mr. Nowell were all based upon the assumption that he was to pay off the receiver's certificates in cash; and if that was done, the bondholders were willing to accept an interest in the new corporation. His failure to accomplish this result put a different phase upon the situation, and when we were called upon to examine it as a straight proposition, we have never had any leaning toward the priority of the certificates. The fact that I signed the document presented to me by the receiver, was merely an act in accordance with many others of accepting in good faith any proposition coming from that source with a view of not obstructing a sale of the property.

WALLACE HACKETT.

Fees for taking Deposition \$25.00.

S. H. F.

[Seal]

SUMNER H. FOSTER,

Notary Public.

**Receiver's Exhibit No. 58 [Attached to Receiver's Exhibit No. 61].**

Rec. Exhibit No. 58. April 12, 1907. A. W. Fox, Deputy Clerk.

Recd. from Thos. Stokes papers C. R. C.

31/3/03. W. H. Exhibit #1.

In explanation of the agreement dated February 26th, 1903, I will say that the property of the Berner's Bay Company in Alaska, upon which the outstanding bonds are a lien, is at the present time hopelessly involved in insolvency. As the matter stands to-day, I think the bonds are worthless. Receiver's certificates are outstanding of upwards of \$200,000. The property, while of acknowledged merit, is nevertheless undeveloped.

I am strongly of the opinion that with an outlay of from \$300,000 to \$500,000 a valuable mining property would be developed worth all of the indebtedness now outstanding against it; but the resources and patience of the present holders are alike exhausted, and it is a question of how to get something out of the property. We are all of us tired of the investment and would be glad to get out of it and get our money out.

Contiguous and adjoining the property of the Berner's Bay Company is a group of mines known as the Johnson property and organized under the name of the "Nowell Mining & Milling Company." This Johnson property is free of indebtedness and

has been prospected to an extent which warrants the belief that it is a very large and valuable piece of property; still it is undeveloped. This Johnson property is owned exclusively by Thomas S. Nowell and his two sons. By combining the Johnson property with those of the Berner's Bay Company a condition may be obtained which will permit of very economical mining, but it involves the outlay of a large sum of money.

Mr. Nowell writes me that he has an opportunity to sell the Johnson property as it stands to-day, free of encumbrances at a good figure; but this would not benefit the owners of the Berner's Bay Company. He professes a strong desire to work the Berner's Bay Company out of its indebtedness; and with that idea in view it is proposed to combine the Berner's Bay with the Johnson and sell the entire property to a new company. In order to do this, one of the first steps needful is to relieve the Berner's Bay property of the incumbrance of the bonds in order that a clear title may be given. A majority of the bonds of the Berner's Bay may foreclose under the terms of the mortgage and thus acquire title to the property. With the assurance of his ability to convey the Berner's Bay property free from incumbrance, he has reason to feel confident that he can dispose of the property to a syndicate who will put in capital enough to put the property on a paying basis. Once there, it will pay the indebtedness out of its earnings, the terms of which are explained in the contract, and payments shall be made on the installment plan.

In order to secure this result, it was necessary to have the co-operation of a trustee who would act intelligently, and at the same time guard the interest of both sides. After a correspondence running over three months' time I consented to act in that capacity for the benefit of all concerned, being myself a large holder of the bonds, and having looked into the plans and programs to an extent which enables me to share the confidence which Mr. Nowell feels in his ability to bring about the result desired. I therefore entered into the contract—a copy of which I enclose—and I have already received in my possession nearly 300,000 of the 500,000 bonds. I invite all other bondholders to deposit their bonds with me and I will issue receipts for them. If the plan is successfully worked out, it will be a most desirable result to achieve. If anything prevents the successful consummation of these plans, the bondholders are in no worse plight than they are at present, as every day they are menaced with the danger of having the property sold out by the receiver, thus cutting them entirely off. The receiver and the Judge of the United States Court, under whose jurisdiction he acts, approve of this contract, and they are conversant with the details which recommend it. This is a very strong point in its favor.

In preparing this contract it was necessary to give Mr. Nowell more or less latitude, but so long as the end sought for is accomplished, we do not feel that it is wise to be too critical as to the method

involved, so long as the interests of all are safely conserved.

Exhibit #1—S. H. F.

I offer these words of explanation, because a critical reader of the contract would say it was a loosely drawn document. Such criticism is not exactly just. It is a document which had to be formed to meet peculiar circumstances, and a certain amount of latitude had to be allowed both the trustee and the parties of the third part.

From my knowledge of the affairs of the Companies I recommend you to deposit your bonds and join in this instrument.

Portsmouth, N. H., March 31, /03.

WALLACE HACKETT.

[Endorsed]: Bondholders Agreement B. Bay or W. Hackett. 26, 2, 03. Sent L. P. Shackleford 7/2/06. W. H. Letter concerning above 31, 3, 03.

**[Receiver's Exhibit No. 6 Attached to Receiver's Exhibit No. 61].**

Filed Apr. 11, 07. Receiver's Exh. 6. C. C. P., Clerk.

Exhibit #2 S. H. F.

CIRCULAR LETTER TO THE BONDHOLDERS OF THE BERNERS BAY MINING & MILLING COMPANY.

Dear Sir:

The undersigned have entered into an agreement with the holders of the majority of the bonds of the Berner's Bay Mining & Milling Company, who are

represented by Mr. Wallace Hackett, as Trustee, of Portsmouth, N. H., with whom you are invited to deposit your bonds, under the conditions of said agreement. Upon application to Mr. Hackett, you will receive a copy of this agreement, from which you will secure full information regarding the proposed reorganization.

It is important that all bonds be deposited, in order to obviate the necessity of foreclosure proceedings, which would involve a large expense of both time and money.

After the indebtedness of the company has been discharged, a distribution of bonus stock of the reorganized company will be made, amounting to 50% of the face value of all bonds deposited with the trustee within 30 days from the date hereof. This stock will become valuable.

The property of this company, being now in the hands of a receiver, is subject to the disposition of the Court by order of sale, should prompt action not be taken in preserving the integrity of the corporation; and the time for the same is limited; therefore, your interests will be best served by according your immediate attention to this important matter.

The agreement mentioned provides that the entire properties, known as the "Johnson mines," which are free from incumbrance, shall be deeded to the new corporation, thus effecting a grand consolidation of what is believed to be the largest and richest group of mining claims thus far discovered in Alaska.

The present owners of the Johnson mines, being interested in the final outcome of the affairs of the

Berners Bay Mining & Milling Company, having been identified with the management thereof, together with the fact that they earnestly desire to do everything possible towards the protection of those interests held outside of themselves, and the ultimate success of the company, have consented to the proposed amalgamation of the properties named, believing that in so doing, they are offering a solution of the financial questions, which so urgently demand immediate attention.

Juneau, Alaska, March 14th, 1903.

Very truly yours,  
THOMAS S. NOWELL.  
FREDK. D. NOWELL.  
WILLIS E. NOWELL.

From Thos. Stokes. W. H. Exhibit #3.

Memorandum of an agreement entered into between the holders of the first mortgage bonds of the Berners Bay Mining & Milling Company, organized under the laws of the State of Maine, herein designated as parties of the first part, and Wallace Hackett of Portsmouth, N. H., Trustee, herein designated as party of the second part; and Thomas S. Nowell, Frederick D. Nowell, and Willis E. Nowell, all of Juneau, Alaska, parties hereto of the third part.

Whereas the property of the Berners Bay Mining & Milling Company, situate in Alaska, is subject to a mortgage, under which instrument bonds of the par value of Five Hundred Thousand (\$500,000.00) Dollars have been issued, with coupons for interest



on the same attached; and whereas the interest on said bonds is in default and has remained unpaid for a series of years; and whereas the corporation of the Berners Bay Mining & Milling Company is now in the care and custody of a receiver appointed under the United States District Court of the District of Alaska; and whereas, under authority of said court, said receiver has issued, from time to time, evidences of indebtedness off said corporation in the form of receiver's certificates which aggregate upwards of Two Hundred Thousand (\$200,000.00) Dollars; and whereas there exists certain unsecured indebtedness of said Berners Bay Mining & Milling Company represented by notes and other memorands; and whereas it is for the best interest of all the creditors of said company to dispose of their rights, titles and claims therein and to sell and assign their ownership thereof to outside parties for an adequate consideration; and whereas the Nowells, parties hereto of the third part, have entered into negotiations with certain parties with this end in view, and in order to consummate said negotiations it is needful to have the corporation relieved from the encumbrance of the first mortgage bonds, which it is proposed to do by substituting other security therefor, and in a similar manner to provide for the security and ultimate payment of the unsecured debts of said corporation:

Now, therefore, be it known that the parties hereto, in view of securing the results above set forth, hereby agree with each other as follows, to wit:

First: The bondholders will deposit their bonds with Wallace Hackett of Portsmouth, N. H., who

will act as trustee for the purposes hereinafter described and issue his receipts for the bonds deposited with him. The acceptance of such receipts on the part of the bondholders shall constitute the assent of said bondholder to this contract and the terms thereof.

Second: The parties hereto of the third part shall provide for the prompt payment of the Receiver's certificates of indebtedness and interest thereon to the full satisfaction of the United States District Court, and shall obtain the discharge of said corporation from the custody of said court as above described.

Third: Said parties of the third part will preserve the integrity of the property. That is, they will not suffer any part of the Berners Bay properties, or any mining claims existing thereunder, now forming portions of properties designated as the Northern Belle, the Seward, and the Ophir, together with the mill, mill rights, railroads, wharf properties, &c., thereto belonging, to be separated or estranged from the main body of the corporation; but all of said properties shall be preserved in their integrity, and together with the group of mines in Alaska contiguous to the said Berners Bay property known as the Johnson group and organized into a corporation under the name of the Nowell Mining & Milling Company, which said Nowell Mining & Milling Company is the exclusive property of the parties of the third part and subject to no encumbrance, but free and clear of all indebtedness; Said parties of the third

part hereby agree to add said Johnson properties above mentioned, to the properties of the Berners Bay Company, so that the same may be formed into one corporation for the purpose of selling the same to purchasers who will organize a new corporation embracing all of the properties aforesaid, and distribute the stock of the same as hereinafter set forth.

Fourth: A new corporation shall be formed and the properties above described shall be conveyed to said corporation. The capital of said new corporation may be such sum as shall be agreed upon by the parties of the third part and the parties with whom they negotiate a contract of sale of these properties.

Fifth: While it is not the purpose of this contract to bind the parties of the third part to the performance of this paragraph exactly as it is herein written—but under the necessities of the case some leeway for changes in the negotiation must necessarily be granted to said parties of the third part—still it is the intention and purpose of the parties of the third part, hereto to negotiate a contract for the sale of the above properties with a syndicate of substantial worth, and to receive in payment thereof enough money to discharge the receiver's certificates and interest thereon now outstanding; also that the purchasing syndicate shall erect a mill of the capacity of one thousand (1,000) tons per day, and otherwise improve and equip the plant for successful and continuous operation at their own expense; that said syndicate shall receive fifty (50) per cent. of the capital stock of the new corporation formed as afore-

said, and that the parties of the third part hereto shall receive fifty (50) per cent. thereof. Of the fifty (50) per cent. so received by the parties of the third part, one-half (1-2) thereof, or twenty-five (25) per cent. of the entire capital stock shall be placed in the hands of the party of the second part hereto as trustee, and said trustee shall hold said twenty-five (25) per cent. of the capital stock for the benefit of the creditors of said Berners Bay Company. Said trustee shall receive all dividends accruing on said stock and shall devote the same to the payment of the indebtedness as follows:

First mortgage bonds, \$150,000.00 payable on or before Dec. 31, 1905, \$150,000.00 payable on or before Dec. 31, 1906, \$200,000.00 payable on or before Dec. 31, 1907, all accrued and other interest on said bonds to be reduced to four (4) per cent per annum and to be paid by December 31, 1908. Furthermore, said trustee is to receive the custody of all unsecured indebtedness against said corporation and issue his receipts therefor. He is to hold said capital stock after the payment above mentioned for the further purpose of paying said unsecured indebtedness in four (4) equal payments, beginning on or before December 31, 1909, and continuing at intervals of six (6) months thereafter; interest upon said unsecured indebtedness, both accrued and otherwise, shall be reduced to three (3) per cent. The unsecured indebtedness shall be passed upon by a competent auditor who shall certify to the correctness of the same, and thereupon it is to be held by the trustee as aforesaid.

After all payments under this agreement have been made by the parties of the third part, said party agrees, on or before December 31, 1910, to issue to the bondholders pro rata to their holdings therein, ten (10) per cent. of fifty (50) per cent. of the entire capital stock. Pending the continuance of this agreement, from the date hereof to the date last above mentioned, the voting power of the stock in the hands of the trustee shall be vested in the parties of the third part. Said trustee is to hold said twenty-five (25) per cent. of the capital stock of the new corporation as collateral security for the payment of the bonds and other indebtedness as above described. In the event of the default of such payment, he is authorized to distribute the stock as follows:

First: To the payment of the principal of the bonds with interest upon the same as above estimated, upon the following basis: i. e.: If the capital stock of the new corporation above referred to shall be Five Million (\$5,000,000.00) Dollars, then shares in the same shall be allotted at the par value in payment of said bonds and interest.

Second: The shares of said new corporation then remaining shall be applied pro rata to the payment of the unsecured indebtedness as the same shall appear when duly audited and the amount thereof clearly ascertained.

Third: On the payment of all the indebtedness herein provided the remaining portion of said twenty-five (25) per cent. of the capital stock shall become the property of the parties of the third part,

and said trustee is hereby authorized to convey the same accordingly.

If the capital stock of the new corporation shall be made to be in excess of Five Million (\$5,000,000.00) Dollars, then the shares thereof shall, in the discharge of the aforesaid indebtedness be valued at a proportionately lower price per share.

Sixth: Said trustee is hereby vested with full authority to proceed with the foreclosure of the mortgage now on said Berners Bay properties and secured by the mortgage bonds above named, should such step prove necessary. And, furthermore, said trustee is vested with full authority to do and perform all things necessary for the purpose of carrying out this contract so far as devolves upon him.

A part of the consideration of this contract being the conveyance of the Johnson properties, above described, to the proposed purchasing syndicate herein mentioned, by the parties of the third part; and the mutual covenants and agreements hereto constituting the other considerations hereof.

In witness whereof the parties hereto have signed and sealed this contract this 26th day of February, 1903.

WALLACE HACKETT. [Seal]

THOMAS S. NOWELL. [Seal]

FREDERICK D. NOWELL. [Seal]

WILLIS E. NOWELL. [Seal]

In presence of:

LEWIS W. BREWSTER.

ARTHUR G. BREWSTER.

**[Receiver's Exhibit No. 59, Attached to Receiver's  
Exhibit No. 61].**

W. H. Exhibit #4.

Apr. 12, 1907. Receiver's Exhibit No. 59. A. W.  
Fox, Deputy Clerk.

Boston, Mass., Oct. 8, 1903.

To the First Mortgage Bondholders of the Berners  
Bay Mining & Milling Company:

In order to avoid the expense and delay of fore-  
closure of the mortgage securing your bonds, au-  
thority for which was conferred under memoran-  
dum of agreement dated February 26th, 1903, it is  
desirable that authority be given the Trustee men-  
tioned in said agreement to request and secure a dis-  
charge of said mortgage.

If you are willing to give your trustee this addi-  
tional authority, please sign the assent on the bot-  
tom of this circular, and return the same at once in  
the enclosed addressed and stamped envelope. In  
order to carry out a pending and favorable contract,  
it is important this should receive your immediate  
attention.

Respectfully yours,

WALLACE HACKETT.

Exhibit #4 S. H. F.

United States of America,  
District of Alaska,—ss.

This contract and agreement, entered into this  
13th day of May, 1904, by the Berners' Bay Mining

& Milling Company, the Northern Belle Gold Mining Company, The Seward Gold Mining Company, the Ophir Gold Mining Company, the Nowell Mining & Milling Company, acting herein by their attorney-in-fact, Fred. D. Nowell, and Fred. D. Nowell, as receiver of the properties of the first four mentioned companies, acting herein under the authority of the United States District Court for Alaska, Division No. 1, parties of the first part, and Joseph MacDonald, party of the second part, Witnesseth:

First: The parties of the first part hereby contract, agree and bind themselves to sell and convey unto the party of the second part, or his assigns, by good and sufficient deed or deeds of conveyance clear of all encumbrance, an undivided fifty-six one-hundredths (56-100) interest in and to the following described properties, upon the terms hereinafter mentioned, to wit:

Situated in the Berner's Bay Mining District, and being the following named mining claims, to wit:

Hartford, Ophir, Excelsior, Northern Belle, Savage, Northwest, Eureka, Elmira, Esmeralda, Kensington, Yellow Jacket, Bear, Comet, Extension, Seward No. 2, Comet, Eclipse, Banner, Seward, Poor Richard, Last Chance, Thomas, Cumberland, Snowflake, Selkirk, Chilkat, Harvard, Alaska Maid, American, Rustler, Acropolis, Columbia, West Extension, Fraction, North Star, Columbian, Bear Extension No. 2, Lucky Boy, Columbian East Extension, Savage Extension No. 2, Little Nell, Triangle, Portsmouth, Seward Extension No. 3, Northern



Light, Northern Light Extension No. 1 or Emma, Northern Light Extension No. 2, Bunker Hill, Boston, Troy, Shaler, and Needles, also a certain mill containing forty stamps at or on said property, together with all mill sites, water, water rights, flumes, ditches, pipes and pipe lines, tram and railways, buildings and improvements of every kind and description, owned by the said parties of the first part within said district, as well as all other mining claims and personal property, whether herein expressly mentioned or not. It being intended that this description shall cover the entire property owned by the parties of the first part within the Berner's Bay Mining District, District of Alaska.

Second: The interest herein provided to be conveyed shall be conveyed by deed of the entire properties above mentioned to a corporation formed for the purpose of owning and operating the same, and the issue of 56 per cent. of the capital stock of such corporation to the said party of the second part or his assigns.

Third: The said party of the second part, or his assigns, in consideration of said conveyance and interest in said property, shall at once proceed at his own expense and with all convenient speed that is known as the Kensington Tunnel a distance beyond its present breast of, approximately, three hundred (300) feet, to the intersection of the Kensington Lode, or until it shall be determined that said tunnel will not cross-cut such lode; and upon the cross-cutting of such lode in said tunnel the said party of

the second part, or his assigns shall drift on the said lode three hundred (300) feet on both sides thereof, or an equivalent distance in either direction; that is to say, 600 feet in all, as the party of the second part may deem best, and shall cross-cut the ledge or lode on said drift at four different places, as he may deem best.

The party of the second part, or his assigns, shall also drift on the Eureka Lode or vein in said tunnel 200 feet on both sides of said tunnel, or an equivalent thereto, in either direction, to aggregate 400 feet in all, making a total of, approximately 1600 feet of development work.

Fourth: Said work shall be done as economically as it reasonably can, and the said receiver shall issue certificates to the amount of the actual cost thereof as full payment for such work. And the receiver, Fred D. Nowell, shall ascertain and report to the District Court the actual amount of work done and the actual cost thereof at the time of the issuance of said certificates, and the said Fred D. Nowell shall at all times have access to all parts of the workings for any and all purposes, and general supervision of the properties as receiver.

Fifth: As soon as or before the development work is done and completed, the said party of the second part, or his assigns, shall at once elect either to accept or decline the conveyance of said properties above mentioned should he elect to take and accept such conveyance, he or they shall pay for the same as follows:

1st. A sufficient amount in cash to pay off and discharge all the indebtedness of the receiver, Fred D. Nowell, found due and owing by him as such receiver;

2d. Fifty Thousand Dollars (\$50,000.00) in cash to F. D. Nowell, or his order, and,

3d. The party of the second part, or his assigns, shall erect and put in his or their expense a suitable plant of such capacity as may be mutually agreed upon in view of the probable needs of the said properties, as may then appear from the development work done. Should they be unable to agree on such plant, the parties shall respectively appoint a practical mining man who shall decide said matter, and should such appointees fail to agree, then they shall appoint a third, and the three so appointed shall decide by a majority.

Sixth: While performing the development work aforesaid, the party of the second part shall have the right to mine, mill and reduce any and all ores extracted from said tunnels and drifts, and such other ores as may be mutually agreed upon, and the proceeds of the same shall be accounted for to the Receiver, Fred D. Nowell, and applied to the payment of the expenses of such development work, and certificates shall be issued only for the balance of the cost, if any, of such work. Should the proceeds of such ores exceed the cost of such work, the balance shall be paid to the said Receiver.

Seventh: Time is the essence of this contract, and it is expressly understood and agreed that the covenants and agreements herein made and assumed to

be performed by the party of the second part shall be done and performed with all reasonable dispatch, and within six months from this date, unless some unavoidable accident or other condition not now known renders it impossible to complete the work within said time, in which event a further reasonable time shall be allowed.

Eighth: The parties of the first part shall as soon as practicable after the date hereof, procure the proper deeds, conveyances and releases, or other instruments requisite to the passing and vesting of the title to the properties as herein provided, such deeds and instruments to be held in escrow by some bank to be hereafter agreed upon, but subject to examination by the party of the second part, or by whomsoever he shall authorize.

Ninth: That the party of the second part hereby agrees and binds himself to take said properties and pay for the same as herein stated: provided, that said development work shall show in the Eureka a body of ore of an average width of not less than twenty feet, and in the Kensington a body of ore of an average width of not less than fifty feet, throughout the drifts as shown by the cross-cuts herein mentioned, and of an average of \$4.00 per ton in the Eureka, and \$4.50 per ton in the Kensington, as shown by mill test of free gold and concentrates recovered. Should said development work not disclose the above conditions, the purchase of said properties shall be at the option of the party of the second part.

Tenth: It is further covenanted and agreed by the party of the second part or his assigns that if the ore in said lodes after the development work is done shall show the values hereinbefore specified, namely, \$4.00 or \$4.50 per ton, and said veins shall be found of the widths, specified, and the said party of the second part or his assigns shall fail to take said property and pay for the same as in this contract provided, within ten days from and after the completion of said work, then the said party or parties of the second part shall pay to the parties of the first part, in liquidated damage the full sum expended by them in the development work herein provided for.

In witness whereof, the parties hereto have caused the presents to be signed on the day and date above written.

BERNER'S BAY MINING & MILLING CO.  
NORTHERN BELLE GOLD MINING CO.  
SEWARD GOLD MINING CO.,  
OPHIR GOLD MINING & MILLING CO.,

By their Attorney in Fact,  
FRED'K. D. NOWELL.  
FRED'K. D. NOWELL,  
Receiver,

Parties of the First Part.

Witnesses,

J. H. COBB.

ROB'T A. KINZIE.

[Receiver's Exhibit No. 60 Attached to Receiver's  
Exhibit No. 61.]

Apr. 12, 1907. Recrs., Exhibit 60. A. W. Fox,  
Deputy Clerk.

W. H. Exhibit #6.

Boston, March 30, 1905.

Dear Mr. Hackett:

I have your letter of March 29. I do not understand whether the plan to have two classes of pref. stock A & B has been adopted or only proposed. This falls in with my contention that I should insist upon the priority of the certificates being maintained. If provision is made that no mortgage should be made without the consent of the pref. share holders this will meet my objection to taking stock. I do not approve of the old plan of putting 25% stock in your hands and applying a part of the dividends only to paying B. B. debts. The B. B. assets whatever their value belong to the B. B. creditors and should be given to them at once. The B. B. stock is not worth a cent and that fact should be recognized. In place of placing the 25% in your hands to remain many years after I am out of reach (I hope) of all New York or Alaska the stock should be applied to payment of the B. B. bonds with 3% interest and then the B. B. floating debt with 3% int. There must also provision be made for returning to my brother the \$7,000 C. B. & Q. bonds which he borrowed from a friend to place with the Trust Co., with expectation that they would be re-

turned to him within three or four months. The best way to do this seems to me to have the new Co. after having acquired all the B. B. bonds, excepting the two outstanding and the missing coupons, and the floating debts by issue of stock or proposed to reclose the mortgage and buy the property for a small price so as to pay the dividend to the International Trust Co. where it will probably remain forever as it is not likely that the two bonds and the coupons will ever be found.

There will apparently remain about \$100,000 of the stock which I should favor turning over to you for your valuable services.

If you will bring about a settlement on the above plan and all the other certificate holders come in I will surrender mine. Hoping for the best, I remain,

Yours very truly,

W. ENDICOTT.

Exhibit 6 S. H. F.

**[Testimony of Nathaniel Green.]**

NATHANIEL GREEN, a witness called on behalf of the receiver having been first duly sworn testified as follows:

Direct Examination.

Q. (By Mr. BARNHILL.) State your name, place of residence and occupation.

A. Nathaniel Green, Juneau, Alaska, accountant.

Mr. BARNHILL.—I will state, if the Court please, that this does not follow in the order of proof on account of the absence of Mr. Fred Nowell.

Q. Are you acquainted with Mr. Fred D. Nowell?

(Testimony of Nathaniel Green.)

A. I am.

Q. Have you ever been employed by him as an accountant?      A. I have been.

Q. During what time were you so employed?

A. As a receiver?

Q. Yes.

A. From July, 1898, until May, 1905, I think.

Q. Until May, 1905?

A. I think that was the year.

Q. Did you keep the books for Mr. Nowell as receiver while so employed by him?

A. I did, sir.

Q. I will ask you if you are familiar with the handwriting of F. D. Nowell?      A. I am, sir.

Q. I will ask you if that paper is in his handwriting?      A. It is.

Q. What is it?

A. Certificate one of the Northern Belle Gold Mining Company.

Q. For how much?

A. Ten thousand dollars receiver's certificate.

COURT.—Let me inquire if it is the purpose of counsel to take up those certificates one at a time?

Mr. BARNHILL.—I think, if the Court please, it will probably be necessary.

COURT.—I understand there are three separate issues of certificates.

Mr. BARNHILL.—There are more—there are five previous to the \$190,000 issue.

Mr. SHACKLEFORD.—They were retired.



(Testimony of Nathaniel Green.)

COURT.—It seems to me that counsel ought to find some way of determining the value of the certificates outstanding without going through them all.

Mr. SHACKLEFORD.—I would suggest that all of the stock-books be introduced and that we be given an opportunity to examine them. It may take a day or two, but it would not take up the time of the Court. We could examine them out of court if we are given a chance to recall Mr. Greene and Mr. Nowell and examine them in regard to the certificates.

COURT.—I don't want either party to fail to make out their case or their defense, but I do not want to start in on those different issues and take an hour or two with each certificate for if we do we will never get through.

Mr. BARNHILL.—I have this suggestion to make. Mr. Greene, whom I think is the accountant for the International Trust Company, and whom I think is accurate and he has prepared a list of all the previous issued and Mr. Shackleford has a copy of that list prepared by Mr. Green. I am willing that they be gone over and that Mr. Green be recalled at any time when they can make any objections they wish to them.

Mr. BOYCE.—If that list which has been furnished indicated which of the outstanding certificates have been issued and replaced and substituted by subsequent issues it might be as well.

Mr. BARNHILL.—They do.

Mr. COBB.—This suggestion may be of some help. In reference to this there are two questions before

(Testimony of Nathaniel Green.)

the Court under the pleadings. One is in reference to the validity of the entire issue. That latter can be met with going into detail about it. Now, if the validity of the certificates is sustained counsel will have an opportunity to object to the certificates specifically, which will come up properly on objections to the Receiver's accounts. I think counsel might be able to state their objections to each issue, the first, second and third issue. Then they make their objections to such particular ones as they may desire. That would shorten it.

COURT.—Can that be done?

Mr. COBB.—This list shows the certificates issued and to whom, whether retired or not and that list is given in the receiver's report, his final report ordered filed by Judge Gunnison. It shows exactly what has become of the certificates.

COURT.—I am inclined to think that counsel ought to confine themselves to the validity of the separate issues of these certificates.

Mr. SHACKLEFORD.—Have you any other witness to call?

Mr. BARNHILL.—I intended to call Mr. Nowell, but I understand the boat will not be here until tomorrow noon.

Mr. SHACKLEFORD.—I would like to go into the matter of those certificates and have an opportunity to examine them a little.

COURT.—I do not mean to exclude the introduction of this evidence. What I am objecting to is to

(Testimony of Nathaniel Green.)

taking up each certificate one by one. There are hundreds of certificates and I would like to confine the examination to the different issues

Q. Is that your writing Mr. Green?

A. No, sir.

Mr. SHACKLEFORD.—We waive any objection as to who made the clerical entries and will file written objections to the certificates before Monday if that is satisfactory.

Mr. BARNHILL.—That is perfectly satisfactory to me.

Mr. SHACKLEFORD.—There is a large account which the receiver has made out. That account is in detail and quite lengthy and complicated. I suggest that some arrangement be made whereby we can examine it.

COURT.—That can be filed at least so as to give counsel an opportunity to examine it.

Mr. SHACKLEFORD.—There may be a way of arranging it so that one or two questions will cover the whole matter.

COURT.—That is a separate report.

WITNESS.—If you will let me examine the books I can tell. It is not included in this report. This report covers the big one—the claims which were outstanding was not put in this one.

Q. Was there a special report?

A. This includes the debts of the receiver when he went out of office and Mr. McBride came into court.

(Testimony of Nathaniel Green.)

COURT.—If they are in the court records they do not have to be filed.

Mr. COBB.—They are filed in this case and show his entire account—the account of the receiver whether it was outstanding and if retired and the whole thing can be gathered from that as well as from the books because they are made up from the books.

Mr. SHACKLEFORD.—This is one of the particular accounts which we desire to object to. I do not care to stipulate in regard to this matter. I prefer to object to the entire offer and then submit such objections as we desire after having an opportunity to examine the books and papers.

Q. I will hand you this and ask you what it is?

A. It is a stub-book?

Q. Of the receiver's certificates?

A. Yes, sir. This is the stub-book for the Northern Belle, and Seward Gold Mining Company.

Q. Is that the issue before the \$190,000 issue?

Mr. BARNHILL.—I am going to withdraw that offer and commence with the \$190,000 issue and leave out the earlier certificates.

Q. I will hand you this book and ask you what it is?

A. That is the certificate-book of the \$190,000 issue.

Q. What numbers?

A. From certificate No. One to One hundred and twenty-four.

Q. What is the date of the first one?

(Testimony of Nathaniel Green.)

A. October 14, 1901.

Q. What is the last date? A. June 21, 1902.

Mr. BARNHILL.—I will offer this in evidence and ask that it be filed and marked Receiver's Exhibit No. 62.

Mr. SHACKLEFORD.—Of course this is subject to the general objections we agreed upon to file.

COURT.—It may be admitted and filed.

(Whereupon the stub-book was marked Receiver's Exhibit No. 62.)

Q. I will hand you this and ask you what it is?

A. It is a stub-book of the Receiver's certificates.

Q. What are the numbers?

A. Numbers 125 to 209.

Q. Inclusive? A. Yes, sir.

Q. What is the date of the first one?

A. June 21, 1902.

Q. The last one? A. June 11, 1905.

Mr. BARNHILL.—Now, if the Court please I will offer this in evidence as the remaining stub-book of the \$190,000 issue of receiver's certificates.

COURT.—It may be marked and filed.

(Whereupon the stub-book was marked as Receiver's Exhibit No. 63.)

Q. I will now hand you this and ask you what it is?

A. It is the stub-book of what is known as the second issue.

Q. Does that contain the entire issue of the second issue of certificates? A. Yes, sir.

(Testimony of Nathaniel Green.)

Q. What is the first date?

A. November 21, 1902, Number 1.

[See page 1003 for continuation.]

**[Judge's Certificate to Volume I, Bill of Exceptions.]**

[Title of Court and Cause, Nos. 603 and 536-A Consolidated.]

I do hereby certify that this Volume No. I, and containing pages from No. 1 to No. 417, is a part of the original Bill of Exceptions in the above-entitled cause, and is covered by the certificate attached to the end in Volume V on page 1672.

Dated this 16th day of December, 1907.

JAMES WICKERSHAM,

District Judge, Alaska.

**[Clerk's Certificate to Volume II, Transcript of Record].**

[Title of Court and Cause Nos. 603 and 536-A Consolidated.]

**CERTIFICATE OF CLERK TO VOLUME.**

I, C. C. Page, Clerk of the District Court for the District of Alaska, Division No. 1, do hereby certify that the foregoing and hereto attached 420 typewritten pages, numbered from 416 to 835, both inclusive, compose Volume No. II, and the whole thereof, of the transcript of the record in the said above-entitled cause on appeal to the Circuit Court of Appeals for the Ninth Circuit; and I do further certify that said Volume No. II, containing pages 416 to 835, is covered by my certificate attached to and made a part of Volume No. VI of the said record on appeal, and found on page 2580 of said record.

(Testimony of Nathaniel Green.)

In witness whereof I have hereunto set my hand and the seal of the above-entitled Court, this 22d day of August, A. D. 1908.

[Seal]

C. C. PAGE,

Clerk of the District Court for the District of Alaska,  
Division No. One.

Q. What is the number of the last certificate and its date?

A. Certificate No. 22, September 20, 1904.

Mr. BARNHILL.—If the Court please, I will offer this in evidence in connection with the second issue of certificates. I ask that it be marked Receiver's Exhibit No. 64.

COURT.—It may be so marked and filed.

(Whereupon the stub-book was marked Receiver's Exhibit No. 64.)

Mr. BARNHILL.—Now, we claim that there was an issue of \$35,000, but I cannot offer that until Mr. Fred Nowell arrives.

COURT.—You said you had a statement of that one.

Mr. BARNHILL.—That is already on file as part of the receiver's report.

COURT.—Let the witness discover if he is familiar with it and if he is the one who prepared it and if it is correct.

Q. I will ask you to look at that and tell us whether or not you prepared it as accountant for Receiver F. D. Nowell?

A. I did.

(Testimony of Nathaniel Green.)

Q. Is that a correct transcript of the books as you kept them?      A. It is.

Q. What is that?

A. It is a report made to the Court by Frederick D. Nowell, as receiver.

Q. What is the date?

A. February 10, 1906, is the date it was filed.

Mr. BARNHILL.—I will offer it in evidence.

Mr. SHACKLEFORD.—The International Trust Company objects to it as incompetent, irrelevant and immaterial and not binding upon the trust company for the reason that the same was filed prior to the International Trust Company being made a party to the action and covering transactions of a date prior to the International Trust Company being made a party to the action and for the further reason that the pleading in the action do not reach that question.

COURT.—Overruled.

Mr. BARNHILL.—I ask that it be marked receiver's Exhibit No. 65.

COURT.—It may be so marked.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 65:)



(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 65 [Report of F. D. Nowell,  
Filed Feb. 10, 1906].**

April 12, 1907. Receiver's Exhibit No. 65. A. W. Fox, Deputy Clerk.

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(Testimony of Nathaniel Green.)

**Exhibit "A" [Attached to Receiver's Exhibit No. 65].**

## TRIAL BALANCE.

BERNERS BAY MINING AND MILLING COMPANY,

December 18, 1897.

E. F. Cassel, Receiver.

1	Capital Stock.....		1500000.00
2	Bonds .....		200000.00
6	Mining and Mill Site Claims.....	1661831.21	
6	Property.....	356705.95	
8	Permanent Development.....	76994.02	
13	Undivided Profits.....		52341.25
14	Deferred Stock .....		1000000.00
16	Geo. M. Nowell .....	1000000.00	
18	Deferred Settlement.....		4.37
20	Seward Gold Mining Co.....	47.85	
30	Northern Belle Gold M. Co.....	43475.76	
41	Bullion a/c.....		83137.27
46	Concentrates.....		7236.54
84	Pay Roll Collection.....		110.55
91	General Office Expense.....	8431.08	
104	Ticket a/c.....		2903.61
112	Bills a/c.....	1288.91	
115	Old Expense a/c.....	9.65	
118	Office Drafts.....		1000.00
130	Int. Discount and Exchange.....	1249.06	
144	Undistributed a/c.....	891.23	
148	Miscellaneous Receipts.....		13251.17
153	Cash a/c Nov. 30, 1897.....		12215.21
205	Material and Supplies.....	1916.94	
232	Fuel a/c .....		2039.14
237	Equipment a/c.....	15780.27	
243	New. Const. P. and E. Plant.....	6877.76	
281	Voucher a/c.....		28410.37
293	Pay Check a/c.....		426.00
295	Notes Payable.....		4244.90
300	New Const. Stamp Mill.....	1570.65	
304	Miscellaneous New Const.....	2308.97	
306	New Const. Bear Comp. Plant.....	72.45	
315	Engineering Expense.....	1836.26	
318			199.05

(Testimony of Nathaniel Green.)

322	Development Comet Mine.....	22358.50	
325	Development Ophir Mine.....	31.10	
332	Development Bear Mine.....	741.50	
344	Development Thomas Ledge.....	651.00	
347	½ Freight Charges.....	5765.54	
352	Operating Stamp Mill.....	9407.78	
371	Operating Comet Tram.....	5718.42	
377	New Const. Comet Mine.....	3665.16	
380	Operating Bear Mine.....	101.00	
393	Operating Comet Mine.....	56992.78	
	Forward	<u>3286770.80</u>	<u>2907519.43</u>

EXHIBIT "A."

Trial Balance—B. B. M. and M. Co.—December 18, 1897.

	Brought forward	3286770.80	2907519.43
405	Operating Northern Belle Tram.....	1145.39	
410	Develop. Northern Belle Mine.....	1602.64	
415	Operating N. B. Mine.....	585.22	
420	Operating Bear Mine.....	3140.76	
426	New Const. E. and K. Tram.....	4866.20	
433	Operating Power and Electric Plant...	8563.53	
436	Operating E. and K. Mine.....	5860.08	
442	New Const. C. and C. Tram.....	4632.60	
452	Operating Railroad.....	4348.69	
466	Developing Elmira and K. Mines.....	3420.32	
472	Assaying and Retorting.....	1653.28	
489	Miscellaneous Exp. Operating.....	16509.98	
462	F. D. Nowell, Agent.....		5988.39
493	Powder a/c.....		8791.00
494	Repairs Comet Tram.....	775.66	
496	Operating E. and K. Tram.....	18.96	
507	The Nowell G. M. Co.....		38177.29
522	Labor a/c.....		22136.85
530	Operating Repairs .....	6279.48	
545	F. D. Nowell.....		62157.97
564	Boston Office, T. S. Nowell.....		259370.37
578	Steamer Rustler.....		8474.19
582	Portland and Alaska G. M. Co.....	831.63	
591	B. B. Hospital .....		129.68
594	W. E. Nowell.....		1697.70

## (Testimony of Nathaniel Green.)

597	Jualin Mining Co.....	33.60	
603	F. D. Nowell.....	2614.84	
607	T. H. George.....		2052.81
612	Nowell Bros.....		5406.04
621	Alaska Drug Co.....		772.84
624	J. F. Malony .....	36.70	
626	A. M. Ross .....		1863.21
632	T. S. Nowell—check a/c.....		30500.00
633	A. J. Mericle.....	2.25	
635	F. Baeke.....	1062.37	
637	Alaska Trading Co.....	25.00	
638	Weppler and Miller.....		22.50
638	Peter Broon.....	310.12	
640	J. J. Clarke.....		25.55
641	F. H. Nowell.....		4.18
		<hr/>	<hr/>
		3355090.00	3355090.00

**Exhibit "B" [Attached to Receiver's Exhibit No. 65].**

## NORTHERN BELLE GOLD MINING COMPANY,

Trial Balance—Dec. 20, 1897.

5	Boston Office, T. S. Nowell a/c.....		392.24
10	Cash .....		760.82
25	Labor a/c .....		3271.85
35	Pay Check a/c .....		3.75
45	Concentrates .....		221.83
50	Voucher a/c .....		5133.96
62	Transportation .....		4.25
63	Rents .....		42.00
65	Fuel .....	8750.22	
70	Powder a/c .....	7591.00	
75	Material and Supply a/c .....	21601.65	
100	Const. Kensington Tram .....	26.00	
101	Const. Hospital Adm. ....	21.00	
105	Const. Engine Room .....	591.00	
110	Const. Telephone to Beach .....	119.10	
111	Installing Powder Plant .....	950.75	
150	Operating Kensington Mine .....	377.83	
155	Operating Kensington Tram .....	78.50	

(Testimony of Nathaniel Green.)

160	Operating Stamp Mill .....	430.39	
165	Operating Electric Plant .....	87.60	
175	Operating Powder Plant .....	517.70	
182	Operating Donkey Engine .....	13.12	
183	Mill Watchman a/c .....	148.50	
184	Office Expense B. B. ....	232.04	
185	Whse. Expense .....	69.45	
190	Operating R. R. ....	197.38	
193	Assaying and Retorting .....	96.29	
195	Hospital a/c .....		58.91
197	Operating Repairs .....	109.20	
199	Maintenance Live Stock .....	3.46	
200	Mill Boarding House .....		233.96
205	N. Belle Boarding House .....	61.17	
207	Interest, Discount and Exchange .....	27.25	
209	General Office Expense .....	747.69	
211	Engineering Expense .....	111.81	
213	Traveling Expense .....	125.00	
250	Development Bear Mine .....	421.98	
300	Ophir Gold Mining Co. ....	43.00	
315	Seward Gold Mining Co. ....	12133.53	
330	Nowell Bros. ....		1010.64
335	Pay Roll Collection .....		4.00
340	F. D. Nowell, personal .....		155.02
345	F. D. Nowel, Agent .....	11.00	
350	Dyca Klondyke Trans. Co. ....	11.35	
351	B. B. M. and M. Co. ....		45044.30
360	Frank Bach .....	48.88	
361	Portland Alaska G. M. Co. ....	22.17	
362	Peter Broon .....	40.05	
365	Ticket a/c .....		914.50
366	Nowell Gold Mining Co. ....	2.25	
368	J. H. Moyle .....		82.55
369	Str. Rustler .....	144.21	
		<hr/>	<hr/>
363	B. B. Cash a/c .....	1571.06	
		57534.58	57534.58

(Testimony of Nathaniel Green.)

**Exhibit "C" [Attached to Receiver's Exhibit No. 65].**

## SEWARD GOLD MINING COMPANY,

Trial Balance—December 20, 1897.

5	Boston Office .....		
10	Cash .....		233.40
12	Ticket a/c .....		1098.00
13	Concentrates .....		600.00
15	Int., Discount and Exchange .....	12.02	
17	Berners Bay M. and M. Co. ....		1398.25
20	Labor a/c .....		7451.80
22	Pay Check a/c .....		4.00
26	Const. Boarding House .....		974.40
28	Operating Comet Mine .....	12486.16	
30	Operating Comet Tram .....	869.46	
31	Const. Comet Air Pipe .....	1763.67	
32	Const. Comet Telephone Line .....	29.00	
33	Developing Comet .....	2755.88	
34	Repairing Comet Tram .....	75.62	
40	Const. Cross Cut Building .....	444.50	
41	Office Exp. ....	188.49	
44	Ophir Mining Co. ....	6.00	
45	No. Belle Gold Mining Co. ....		12133.53
48	Nowell Bros. ....		1231.66
50	Pay Roll Collee. ....	12.00	
52	B. B. Cash a/c .....	1046.00	
54	F. D. Nowell, Personal .....		148.35
56	Operating Stamp Mill .....	1291.17	
58	Operating Power Plant .....	1553.08	
60	Operating Electric Plant .....	262.80	
62	Operating Railroad .....	631.52	
64	Operating Repairs .....	327.57	
66	Whse. Exp. ....	208.35	
68	Assaying and Retort .....	288.87	
70	General Office Expense .....	785.12	
72	Engineering Expense .....	111.11	
74	Traveling Expense .....	125.00	
			<hr/>
			25273.39
			<hr/>
			25273.39

(Testimony of Nathaniel Green.)

**Exhibit "D" [Attached to Receiver's Exhibit No. 65].**

BERNERS BAY MINING AND MILLING COMPANY,  
Trial Balance—Dec. 31, 1905.

1	Capital Stock .....	1500000.00
2	Bonds .....	200000.00
5	M. and M. Site Claims .....	1662736.71
6	Property a/c .....	389637.22
8	Permanent Development .....	84614.40
10	Profit and Loss .....	781.52
13	Undivided Profit .....	2181.19
14	Deferred Stock .....	1000000.00
16	George M. Nowell .....	1000000.00
20	Seward G. M. Co. ....	6887.48
31	No. Belle G. M. Co. ....	26944.48
104	Ticket a/c .....	566.76
131	Int. Dis. and Exch. ....	14397.74
133	Receiver's Expense .....	6964.83
154	Cash .....	114.05
237	Equipment .....	15785.67
283	Voucher .....	175.23
325	Ophir Mine .....	1132.37
507	Nowell G. M. Co. ....	5394.18
573	Labor .....	3.85
545	T. S. Nowell, Personal .....	132790.95
565	B. O. T. S. N. ....	354665.88
632	T. S. N., Check a/c .....	11000.00
646	F. D. Nowell, Receiver .....	4631.58
648	Am. G. M. Co. ....	249.41
		<hr/>
		3210702.44
		3210953.06
586	E. F. Casel.....	250.62
		<hr/>
		3210953.06

(Testimony of Nathaniel Green.)

**Exhibit "E" [Attached to Receiver's Exhibit No. 65].**

## NORTHERN BELLE GOLD MINING COMPANY

Trial Balance—Dec. 31, 1905.

1	Mining and Mill Site Claims.....	200.00	
5	Boston Office.....		1956.85
15	Profit and Loss.....	28163.81	
19	Property.....	12891.54	
49	Receiver's Certificates First Issue.....		190000.00
51	Voucher a/c.....		287.58
	Gates Iron Works.....	2.14	
	Postal Tel. Co.....	149	
	P. C. S. S. Co.....	7.00	
	Trenton I. Co.....	81.00	
	Trenton I. Co.....	66.35	
	I. J. Sharick.....	2.50	
	Ala. Drug Co.....	.50	
	Union Iron Works.....	72.65	
	Lowman and Hanford.....	13.11	
	A Stewart.....	1.85	
	Alas. Jew. Co.....	.90	
	J. G. Davis.....	1.60	
	Gordon and Co.....	3.84	
	Pac. C. S. S. Co.....	12.85	
	D. W. Walker.....	15.05	
	D. W. Walker.....	4.75	
68	Equipment a/c.....	867.23	
77	Material and Supplies.....	2182.14	
116	Kensington Cross Cut.....	25761.56	
183	Mill Watchman.....	2818.12	
208	Interest.....	19188.89	
220	Assessment Work.....	513.31	
257	Permanent Development.....	12022.52	
301	Ophir Gold M. Co.....	2934.24	
317	Seward Gold Mining Co.....	97965.29	
332	Nowell Bros.....		301.60
343	F. D. Nowell.....	922.07	
351	B. B. M. and M. Co.....		26944.48



(Testimony of Nathaniel Green.)

366	Nowell Gold M. Co.....	25.34	
378	Am. Gold Mining Co.....	63.21	
381	San Francisco a/c.....		717.08
	Yates and Co.....	111.29	
	Wheaton and Breon V. 26....	526.33	
	Justiaman Com. Co.....	69.94	
	Brooks Follis Co.....	1.27	
	Dunham C. and H.....	8.25	
392	Mellen M. and M. Co.....	138.55	
396	Receiver's Expense.....	109767.36	
407	W. E. Nowell.....		3000.00
410	N. Greene.....		200.00
411	J. J. Clarke.....		9.70
	Forward.....	316435.18	223417.29

EXHIBIT "E."

N. B. G. M. Co., Trial Balance, Dec. 31, 1905.

	Brought forward	316435.18	223417.29
412	F. D. Nowell, Receiver.....		43778.86
415	Nowell G. M. Co.....	403.70	
448	Suspense.....	100.00	
420	Certificate Interest.....	77.36	
421	Betterment Certificate 2nd Issue.....		34173.59
430	Betterment Expense.....	27811.13	
433	W. Burch.....		189.10
434	Receiver's Salary.....		33249.94
435	Receiver's Traveling Expenses.....		2094.89
436	J. H. Cobb.....		1000.00
437	Alaska Meat Co.....		153.12
438	Juneau S. S. Co.....		61.95
439	F. Hanilla.....		9.50
440	C. W. Young.....		11.50
441	J. P. Jorgensen Co.....		8.95
442	B. M. Behrends.....		22.49
443	Westinghouse Electric Co.....		525.00
444	State Maine.....		900.00
445	Office Rent.....		400.00
446	Alaska E. L. and P. Co.....		6.00
447	R. P. Nelson.....		13.50
448	T. H. George.....		4666.61
450	Third Issue Certificate.....		33627.24
451	Jos. MacDonald.....	33627.24	
	Cash.....		145.08
		<u>378454.61</u>	<u>378454.61</u>

(Testimony of Nathaniel Green.)

**Exhibit "F" [Attached to Receiver's Exhibit No. 65].**

SEWARD GOLD MINING COMPANY,  
Trial Balance—December 31, 1905.

5	Boston Office.....		1017.98
15	Interest, Discount and Exchange.....	739.09	
17	B. B. M. and M. Co.....		6887.48
18	Property a/c.....	3025.00	
44	Ophir Gold Mining Co.....	6.00	
45	No. Belle Gold Mining Co.....		97965.29
78	F. D. Nowell, Receiver.....	48605.90	
80	Receiver's Expense.....	6839.07	
92	Profit and Loss.....	13726.34	
93	Permanant Development.....	32929.35	
		105870.75	105870.75

**Exhibit "G" [Attached to Receiver's Exhibit No. 65].**

1

C. B. Page 2.

E. F. CASSELL, Rec., Cash a/c.

B. B. M. and M. Co.  
SEWARD G. M. CO.  
NO. BELLE GOLD M. CO.

Receipts.

1897.

Dec. 23	Coin received from B. B. M. and M. Co.....	.60
23	Dyea-K. Trans. Co., 9000 ft. 5/8 wire rope.....	482.60
	Balance.....	235.82
		719.02
	Bal. overdraft due E. F. Cassel .....	512.00
		512.00

(Testimony of Nathaniel Green.)

E. F. CASSEL, Rec., Cash a/c.

B. B. M. and M. Co.  
SEWARD GOLD M. CO.  
NO. BELLE GOLD M. CO.

1897

Disbursements.

Dec.	20	Reg. Letter to Dexter-Horton and Co.....	.10
		Telegrams, Boston and Seattle, \$4.50, 1.00, 5.00.....	10.50
		Stamps .....	1.05
	27	Wood for office, 1/2 to M. G. M. Co.....	1.05
1898.	29	Fares to Sitka and return .....	30.00
Jan.	6	Fares to Sitka and return (1/2 of 3).....	30.00
	7	T. H. George, Sal., Dec., 1897, as engineer.....	83.33
	10	Gastineaux Ptg. Co., bill Jan., 1898.....	29.00
	18	G. W. Swan—Coal for office 1/2 of bill.....	6.25
	26	Mat Matison—Watchman—Dec. Pay .....	38.50
		Gus Ostrand—Watchman—Dec. Pay .....	45.50
		J. W. Fugler—Watchman—Dec. Pay .....	42.00
W.		W. M. Burch—Watchman—Dec. Pay .....	42.00
		Tom McMullen—Cook—Dec. Pay .....	26.45
		M. Moreane, Loc. Engineer .....	11.30
		Mat Matison—Watchman—Jan. Pay .....	77.00
		T. McMullen—Cook—Jan. Pay .....	68.20
		M. Moreane, Loc. Engineer—Jan. Pay .....	4.85
	28	J. J. Clarke, 1/2 office expense, Dec., 1897.....	21.15
	31	Pac. C. S. S. Co., N. B. G. M. Co., Frt. Bill.....	1.25
		Pac. C. S. S. Co., Seward G. M. Co., Frt. Bill.....	2.30
		Pac. C. S. S. Co., B. B. M. and M. Co., Frt. Bill.....	70.04
		One-half box rent Post Office .....	.50
		A. Chappel .....	50.00
		Arctic Hotel Board of Com. from B. B.....	26.50
			<hr/>
			719.02
			<hr/>
Feb.	1	Overdrawn .....	235.82
Feb.	7	1/2 Coal Bill, Swan .....	5.25
	11	C. K. Potiet .....	65.00
		J. H. Dennis .....	142.50
		J. A. Logan .....	63.43
			<hr/>
			512.00
			<hr/>
1898.			
Feb.	12	Overdraft due E. F. Cassel .....	512.00

(Testimony of Nathaniel Green.)

F. D. NOWELL—SPECIAL FUND.

Receipts.

1898.				
Jan.	11	To Com. from T. S. Nowell .....	15000.00	R
	17	To Com. from T. S. Nowell .....	715.00	R
Feb.	15	To Com. from T. S. Nowell, Less a/e N. G. M. Co.....	10000.	
			5538.50	4461.50 R
Mar.	1	To Com. from T. S. Nowell .....	7000.00	R
		Cash Book, Page 20.		
June	30	To F. D. Nowell, Agt. a/c G. A. An- derson bill applied on Co.'s indebt- ness .....	23.02	C
	30	To F. D. Nowell, Agt. a/c G. A. An- derson bill applied on Co.'s indebt- ness .....	95.07	C
July	14	To Nowell G. M. Co. a/e C. A. Pauley's bill applied on paying Rec. Exp. B. B.....	40.00	
		paying B. B. Tickets.....	4.00	44.00 C
	14	To Am. G. M. Co. See Receiver's Cash. Acct. ....		
	14	F. D. Nowell, Personal Amt. adv. by him .....	681.50	R
			<hr/>	
			28020.09	

Disbursements CASH ACCOUNT Special Fund

1898.				
Feb.	12	By E. F. Cassel—For funds advanced by him..	512.00	R
Jan.	22	By Receiver Expense R. P. Nelson, Exp. on 15000 Com. ....	187.50	R
	24	By Receiver Expense F. D. Nowell a/c Expenses	12.50	R
	26	By Receiver Expense F. D. Nowell a/c expenses.	25.00	R
	27	By B. B. Cash a/e C. R. Hannum for B. B..... D. H. Check 286 167.50... D. H. Check 154.10.....	321.60	C
	31	By Rec. Expense F. D. Nowell a/c Expense....	100.00	R
Feb.	4	By W. E. Nowell, 1/3 Hy. Carey Ass. Work Adm. Is.....	23.82	C
	7	By Voucher a/e J. G. Ostrander, B. B. V. 583 —33.00; B. B. V. 644—6.00.....	39.00	C
	7	By T. S. Nowell a/e J. G. Ostrander, for record- ing .....	17.00	C
		By B. B. M. and M. I. Claims for recording..	5.00	C

(Testimony of Nathaniel Green.)

	12	By Receiver's Exp. F. D. Nowell a/c Expenses.	10.00	R
	14	By B. B. Cash a/c E. Valentine for B. B. D. H. Ck. 985 .....	44.25	C
	14	By B. B. Labor a/c W. E. Crews, fees from men .....	1143.45	C
		See statement on file.		
		By Seward G. M. Co., Do. do.	301.45	C
		No. Belle G. M. Co., Do. do.	50.05	C
		By B. B. Orders a/c W. E. Crews a/c order J. Dolan .....	5.05	C
	11	By Receiver's Exp. Pd. E. F. Cassel for withdrawal from Receivership.....	500.00	C
		By Receiver's Exp. Pd. J. N. Teal for effecting withdrawal .....	500.00	R
	12	By Receiver's Exp. Pd. F. D. Kelsey, Marshal fees .....	5.00	R
	12	By Receiver's Exp. Pd. E. F. C. Rec. fees B. B. M. and M. Co.....	750.00	R
		By Receiver's Exp. Pd. F. D. Kelsey Atty. B. B. M. and M. fees .....	450.00	R
		By Receiver's Exp. Pd. J. G. Heid, Atty. B. B. M. and M. Co.....	450.00	R
		By B. B. Cash a/c Pd. B. B. D. H. Ck. 849.....	184.00	C
		By B. B. Cash a/c Pd. B. B. D. H. Ck. 941.....	400.00	C
	2	By Rec. Expense a/c Pd. P. C. S. S. Co. 1/2 5 fares to Sitka.....	43.50	R
Jan.	27	By Rec. Expense a/c Pd. P. C. S. S. Co. Express- age 10000 Coin.....	65.00	R
Feb.	14	By B. B. Ticket a/c Pd. Geo. Lodge for Indian Tkt. ....	25.50	C
		By N. B. Ticket a/c Pd. Geo. Lodge for Indian Tkt. ....	1.00	C
		By Seward Ticket a/c Pd. Geo. Lodge for Indian Tkt.....	5.00	C
Feb.	18	By B. B. Engineering Exp. C. W. Hooper for Mars Sonoff .....	10.00	C
	18	By Rec. Expense, etc., Pd. C. E. Parks, Sten- ographer .....	25.00	R
	18	By N. B. Labor a/c Pd. L. Raymond for J. Boused .....	2.00	C
	18	By B. B. Cash a/c Pd. L. Tystad for D. H. Ck. 1009 .....	206.33	C
	18	By B. B. Labor a/c Pd. M. Herman for B. B. Labor .....	50.00	C

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Forward..... 6570.00

Disbursements CASH ACCOUNT Special Fund

1898.

		Bro't for'd .....	6470.00	
Feb.	18	B. B. a/e Ophir G. M. Co. Pd. P. Broon, Selkirk Cent. ....	200.00	C
	19	B. B. Cash a/e Pd. B. M. Volkman D. H. Ck. 808	15.00	C
	19	Rec. Exp. a/e Pd. J. H. Cobb, Atty.....	25.00	R
	19	Str. Rustler a/e Pd. Juneau Iron Works Bill...	200.00	C
	21	B. B. Pay Ck. a/e Pd. J. T. Jones P. Ck. 2134 No. 2050 .....	20.00	C
	21	Seward G. M. Co. Cash a/e Pd. Wm. Winn D. H. Ck. 26.....	12.00	C
	21	T. S. Nowell, Pd. A1. Win. Rec. a/e T. S. N.....	5.00	C
	21	Str. Rustler, Pd. A1. Win. Rec. a/e Rustler.....	1.50	C
	21	F. D. Nowell, Agt. Pd. A1. Win. Rec. a/e F. D. N. Agt. ....	2.00	C
	22	Rec. Exp. Pd. F. D. Nowell, a/e Expenses.....	10.00	R
		B. B. Labor a/e Pd. L. McCormick.....	66.33	C
		Str. Rustler, Agt. M. Haley Refund Rustler Chge.	8.00	C
	23	N. B. Cash a/e Pd. D. H. Ck. 13.....	15.20	C
		Seward Labor a/e Pd. Mike Burns.....	25.00	C
		Rec. Exp. Pd. A. K. Delaney atty. fee.....	100.00	R
	52	N. B. J. H. Moyle Pd. Fare Seattle to Juneau..	35.00	R
	25	N. B. Labor a/e Pd. M. Herman a/e Labor.....	10.00	C
	26	B. B. Labor a/e Pd. Jas. Neswitt a/e Labor, void .....		
	26	Seward Labor a/e Pd. Tom Connors a/e Labor..	25.00	C
	28	B. B. Ticket a/e Pd. Cash for Ind. Ticket	97.25	
			<b>146.00</b>	
			<b>23.75</b>	<b>267.00 C</b>
		Seward Ticket a/e Pd. Cash for Ind. Tickt.....	15.00	C
		N. B. Ticket a/e Pd. Cash for Ind. Tickt.....	3.50	C
Mch.		B. B. Orders a/e Pd. L. Levy ord. J. King a/e Labor .....	50.00	C
		Rec. Exp. Pd. Express on B. B. Coin 7000.....	70.00	R
		N. B. a/e Pay Ck. Pd. E. Hudson N. B. Pay Ck. 3 .....	3.75	C

(Testimony of Nathaniel Green.)

Rec. Expense Pd. C. W. Young for Desk and Hdwe.....	55.65	R
Str. Rustler Pd. A. T. G. M. Co. Bill.....	18.25	C
B. B. Cash a/c Pd. C. S. Cotton B. B. D. H. Ck. 962 .....	30.00	C
B. B. Cash a/c Pd. D. H. Ck. 23 J. J. Jones.....	6.50	C
N. B. Int. Dis. and Exch. Pd. D. H. Ck. 23 J. J. J. Prot. fees.....	3.85	C
B. B. Cash Pd. Malenrich B. B. D. H. Ck. 863..	66.00	C
B. B. Cash Pd. J. J. Jones B. B. D. H. Ck. 970..	28.75	C
B. B. Int. Dis. and Exch. J. J. Jones B. B. Prot. fees .....	3.85	C
B. B. Int. Dis. and Exch. Protest fees ck. 985..	3.10	C
B. B. Bills a/c Exch. K. and James for Pat. Wood .....	31.10	C
B. B. Int. Dis. and Exch. K. and Jas. for Dis. on B. B. Dft.....	10.20	C
Str. Rustler, Pd. K. and Jas. for Rustler a/c....	68.20	C
Rec. Exp. E. F. C. Pd. Gast. Ptg. Co. Printing a/c .....	48.00	R
Str. Rustler Pd. Gast. Ptg. Co. Dec., Jan. and Feb. ....	18.00	C
	8045.73	

C. B. Page 9.

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Disbursements	CASH ACCOUNT.	Special Fund.
1898.		
Mch.	Bro't for'd.....	8045.73
B. B. Pay Ck. a/c. Pd. Pay ck. 1840..	.91.75.....	138.95 C
	Pd. Pay ck. 1862.....	10.00
	Pd. Pay ck. 1996.....	28.75
	Pd. Pay ck. 2084.....	8.25
B. B. Rec. Exp. Pd. M. Eversole Mach. Salary.....		50.00 R
B. B. Int. Dis. and Exch. Pd. Exch. on ck. for W. Monroe		2.00 C
B. B. Engineer's Exp. Pd. T. E. Ryan, Stenog. Ser.....		4.00 C
N. B. M and S a/c. Pd. Frt. on steam gauges.....		1.25 R
N. B. M and S a/c. Pd. Alaska Drug Co. for Alcohol.....		2.00 R
Rec. Exp. Pd. J. H. Cobb Recording Rec. Cert.....		1.25 R
Rec. Exp. Pd. J. J. Clarke, Sal. Mach.....		50.00 R

## (Testimony of Nathaniel Green.)

F. D. Nowell, Personal. Pd. Cash.....	25.00	R
B. B. Cash a/e Pd. C. Peterson D. H. Ck. 1002.....	6.63	C
B. B. Int. Dis. and Exch. Pd. C. Peterson Prot. Fees on Dft.	3.60	C
B. B. Int. Dis. and Exch. Pd. P. O. Order fees for M. Mari- ane.....	.60	C
B. B. Order a/e. Pd. Mrs. O'Donnel, T. Nelligan's order	110.00	C
N. B. Cash a/e. Pd. J. S. Morgan D. H. Ck. 41.....	21.95	C
N. B. Labor a/e. Pd. Mike Herman for labor.....	96.85	C
B. B. Labor a/e. Pd. Mike Herman for Labor.....	.45	C
Seward Labor a/e. Pd. Jno. Sullivan for Labor.....	64.30	C
B. B. Labor a/e. Pd. Jno. Sullivan for Labor.....	135.70	C
B. B. Labor a/e. Pd. J. N. Hennessey for A. Henderson....	15.00	C
Rec. Exp. a/e. Pd. J. H. Cobb, Atty.....	12.50	R
Rec. Exp. a/e. Pd. J. H. Cobb Exp. to Sitka.....	10.00	R
B. B. Orders a/e. Pd. Pat Crossen Subscrip. List.....	279.00	C
B. B. Labor a/e. Pd. J. A. Logan for C. S. Cotton.....	30.00	R
B. B. Labor a/e. Pd. Wm. Cunningham Feb. Roll.....	24.60	R
Seward Boston office a/e. Pd. Sew. G. M. Co. Dft. 77....	150.00	R
B. B. Ticket a/e. Pd. Miss Eversole Tickets.....	124.25	C
F. D. Nowell—Personal. Pd. F. D. N. ½ Exp. to Sound and East.....	125.00	C
Rec. Exp. Pd. J. H. Cobb, Atty.....	112.50	R
B. B. J. J. Clarke a/e. Pd. J. J. Clarke, Sal. Jan. and Feb..	100.00	R
B. B. Labor a/e. Pd. W. E. Crews for Pat Kirk.....	57.53	C
N. B. Labor a/e Pd. W. E. Crews for Pat Kirk.....	137.60	C
Sew. Labor a/e. Pd. W. E. Crews for J. Wood.....	65.90	C
B. B. Labor a/e. Pd. W. E. Crews for J. Wood.....	19.75	C
B. B. Labor a/e. Pd. W. E. Crews for J. Dolan.....	88.50	C
Sew. Labor a/e. Pd. W. E. Crews for J. Dolan.....	52.35	C
Sew. Labor a/e. Pd. W. E. Crews for H. J. O'Donnel.....	61.05	C
Pat Crossen, Labor.....	339.05	C

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 10564.84



(Testimony of Nathaniel Green.)

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C. B. Page 11.

Disbursements.	CASH ACCOUNT.	Special Fund.
1898.		
Mch.	Bro't for'd.....	10564.84
N. B. Labor a/e Pd. E. Cunningham Labor.....		104.05 C
B. B. Labor a/e Pd. E. Cunningham Labor.....		60.23 C
N. B. Labor a/e Pd. F. Moore Labor.....		94.27 C
B. B. Labor a/e Pd. F. Moore Labor.....		13.80 C
B. B. Labor a/e Pd. W. E. Crews for W. J. Coyle.....		5.05 C
N. B. Labor a/e Pd. W. E. Crews for W. J. Coyle.....		194.95 C
B. B. Labor a/e Pd. J. Kirby for Labor.....		115.75 C
Sw. Labor a/e Pd. J. Kirby for Labor.....		84.25 C
B. B. Labor a/e Pd. G. Kyrage for Pat Murray.....		8.25 C
Sew. Labor a/e Pd. G. Kyrage for Pat Murray.....		85.65 C
B. B. Ticket a/e Pd. Olds and Orton for Ind. Tie.....		1.00 C
B. B. Cash a/e Pd. Olds and Orton for B. B. D. H. Ck. 788		190.00 C
B. B. Labor a/e Pd. Niel Harvey a/e labor.....		124.00 C
B. B. Fuel a/e Pd. J. Bound for J. Weidmark a/e Wood....		52.00 C
Rec. Exp. E. F. C. Pd. C. S. Rosener Legal Ser. (1010)....		12.50 R
B. B. Cash a/e Pd. L. Tystad part B. B. D. H Ck.....		100.00 C
B. B. Boston Office O. Kirk for Boston Dft. 59.....		100.00 R
N. B. Assay and Ret. ½ Exp. Trip to J. to S. F. E. Knapp..		44.83 C
Rec. Exp. Pd. J. Malverieh, Dec. Jan. and Feb. R.....		113.71 R
Sew. Assay and Ret. ½ Exp. Trip to J. to S. F. Knapp....		44.83 C
B. B. Cash a/e Pd. F. D. N.—B. B. D. H. Ck. 897.....		169.00 C
B. B. Cash a/e Pd. J. H. Dennis, B B. D. H. Ck. 984.....		20.00 C
Rec. Exp. E. F. C. Pd. J. H. Dennis, Dec. wages.....		10.25 R
Rec. Exp. Pd. B. M. Behrends Ins. on G. Brick.....		19.75 R
B. B. Labor a/e Pd. Tom Cassify for Labor.....		68.35 C
B. B. Labor a/e Pd. Dan Crowley for labor.....		172.10 C
B. B. Labor a/e Pd. Chas. Flynn for Labor.....		117.00 C
B. B. Labor a/e Pd. Jas. Gleason for Labor.....		120.30 C
B. B. Labor a/e Pd. Mike Whitney for Labor.....		103.75 C
B. B. Labor a/e Pd. Mike Breslin for Labor.....		68.50 C
B. B. Labor a/e Pd. John O'Brien for Labor.....		125.80 C
B. B. Labor a/e Pd. M. J. Connors for Labor.....		29.85 C
B. B. Labor a/e Pd. Pat Crossen for Labor.....		112.65 C
B. B. Labor a/e Pd. Hugh O'Donnel for Labor.....		123.07 C
B. B. Labor a/e Pd. Wm. Donohue for Labor.....		44.65 C
B. B. Labor a/e Pd. Dennis Holland for Labor.....		127.50 C
B. B. Labor a/e Pd. J Dugno for Labor.....		62.00 C
B. B. Labor a/e Pd. J. Flemming for Labor.....		76.65 C
B. B. Labor a/e Pd. T. Flemming for Labor.....		104.35 C

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13789.48

## (Testimony of Nathaniel Green.)

## Disbursements

## CASH ACCOUNT.

1898.

Mch.	Bro't for'd.....	13789.48	
B. B. Labor a/e Pd. Jas. Corrigan for Labor.....		66.70	C
B. B. Labor a/e Pd. Pat McGrisken for Labor.....		91.25	C
B. B. Labor a/e Pd. J. L. Brown for Labor.....		14.35	C
B. B. Labor a/e Pd. Pat McNichol for Labor.....		10.80	C
B. B. Labor a/e Pd. J. Weidmark for Labor.....		25.84	C
B. B. Labor a/e Pd. Jos. Bound for Labor.....		98.45	C
B. B. Labor a/e Pd. E. Cunningham for Labor.....		200.00	C
B. B. Labor a/e Pd. J. Malnevich for Labor.....		39.75	C
B. B. Labor a/e Pd. T. Driscoll for Labor.....		100.30	C
B. B. Labor a/e Pd. W. Carter for Labor.....		63.78	C
B. B. Labor a/e Pd. O. Kirk for Labor.....		30.85	C
B. B. Labor a/e Pd. J. C. Dolan for Labor.....		5.90	C
B. B. Labor a/e Pd. Mike Connor for Labor.....		8.95	C
B. B. Labor a/e Pd. O. Morris for Labor.....		77.70	C
B. B. Labor a/e Pd. W. H. Hunter for Labor.....		120.75	C
B. B. Labor a/e Pd. W. H. Bryant for Labor.....		88.50	C
B. B. Labor a/e Pd. D. Gallagher for Labor.....		75.70	C
B. B. Labor a/e Pd. O. Crane for Labor.....		165.60	C
B. B. Labor a/e Pd. D. McCartney for Labor.....		34.30	C
B. B. Labor a/e Pd. P. Mullaney for Labor.....		2.95	C
B. B. Labor a/e Pd. Tom Corcoran for Labor.....		199.03	C
B. B. Labor a/e Pd. P. Keating for Labor.....		106.37	C
B. B. Labor a/e Pd. T. Cullom for Labor.....		94.45	C
B. B. Labor a/e Pd. E. E. Noble for Labor.....		169.50	C
B. B. Labor a/e Pd. F. Munroe for Labor.....		200.00	C
B. B. Labor a/e Pd. D. Morrison for Labor.....		65.58	C
B. B. Labor a/e Pd. Jas. Sweeney for Labor.....		140.95	C
B. B. Labor a/e Pd. Neil Harvey for Labor.....		81.10	C
B. B. Labor a/e Pd. J. W. Carpenter for Labor.....		55.29	C
B. B. Labor a/e Pd. Jas. Balkwell for Labor.....		82.15	C
B. B. Labor a/e Pd. B. Coggins for Labor.....		59.35	C
B. B. Labor a/e Pd. P. Clarken for Labor.....		147.00	C
B. B. Labor a/e Pd. T. Nellegan for Labor.....		52.60	C
B. B. Labor a/e Pd. F. Coggins for Labor.....		11.00	C
B. B. Labor a/e Pd. W. R. Hendry for Labor.....		42.75	C
B. B. Labor a/e Pd. A. Henderson for Labor.....		30.70	C
B. B. Labor a/e Pd. Jas. Kirby for Labor.....		4.00	C
B. B. Labor a/e Pd. J. Redmond for Labor.....		53.70	C
B. B. Labor a/e Pd. L. McCormick for Labor.....		83.35	C

(Testimony of Nathaniel Green.)

1898.

Disbursements

CASH ACCOUNT.

	Bro't for'd.....	16790.77	
B. B. Labor a/e	Pd. T. Connors for Labor.....	15.75	C
B. B. Labor a/e	Pd. John Dolan for Labor.....	4.00	C
B. B. Labor a/e	Pd. H. D. Gillis for Labor.....	132.45	C
B. B. Labor a/e	Pd. Jno. Sullivan for Labor.....	10.00	C
B. B. Labor a/e	Pd. Dan Crowley for Labor.....	27.90	C
B. B. Labor a/e	Pd. Chas. Flynn for Labor.....	83.00	C
B. B. Labor a/e	Pd. Jas. Gleason for Labor.....	79.70	C
B. B. Labor a/e	Pd. Mike Whitney for Labor.....	96.25	C
B. B. Labor a/e	Pd. Wm. Breslin for Labor.....	104.15	C
B. B. Labor a/e	Pd. M. J. O'Connors for Labor.....	69.38	C
B. B. Labor a/e	Pd. Pat Crossen for Labor.....	87.35	C
B. B. Labor a/e	Pd. Hugh O'Donnell for Labor.....	76.93	C
B. B. Labor a/e	Pd. Wm. Donohue for Labor.....	82.47	C
B. B. Labor a/e	Pd. Dennis Holland for Labor.....	71.83	C
B. B. Labor a/e	Pd. J. Flemming for Labor.....	100.25	C
B. B. Labor a/e	Pd. Tom Flemming for Labor.....	118.75	C
B. B. Labor a/e	Pd. Jas. Corrigan for Labor.....	65.05	C
B. B. Labor a/e	Pd. Pat McGriskin for Labor.....	108.75	C
B. B. Labor a/e	Pd. Pat McNichol for Labor.....	116.65	C
B. B. Labor a/e	Pd. J. Malnevich for Labor.....	79.70	C
B. B. Labor a/e	Pd. T. Driscoll for Labor.....	88.00	C
B. B. Labor a/e	Pd. W. Carter for Labor.....	110.55	C
B. B. Labor a/e	Pd. O. Kirk for Labor.....	34.80	C
B. B. Labor a/e	Pd. J. C. Dolan for Labor.....	83.25	C
B. B. Labor a/e	Pd. Mike Connors for Labor.....	94.85	C
B. B. Labor a/e	Pd. O. Morris for Labor.....	64.95	C
B. B. Labor a/e	Pd. E. Carpenter for Labor.....	24.55	C
B. B. Labor a/e	Pd. W. H. Bryant for Labor.....	71.35	C
B. B. Labor a/e	Pd. D. Gallagher for Labor.....	97.40	C
B. B. Labor a/e	Pd. O. Crane for Labor.....	82.75	C
B. B. Labor a/e	Pd. D. McCartney for Labor.....	11.45	C
B. B. Labor a/e	Pd. P. Mullaney for Labor.....	99.38	C
B. B. Labor a/e	Pd. Tom Corcoran for Labor.....	104.85	C
B. B. Labor a/e	Pd. P. Keating for Labor.....	93.63	C
B. B. Labor a/e	Pd. T. Cullom for Labor.....	90.75	C
B. B. Labor a/e	Pd. D. Morrison for Labor.....	62.30	C
B. B. Labor a/e	Pd. Jas. Sweeney for Labor.....	117.05	C
B. B. Labor a/e	Pd. Neil Harvey for Labor.....	118.90	C
B. B. Labor a/e	Pd. Jno. O'Brien for Labor.....	97.05	C

## (Testimony of Nathaniel Green.)

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C. B. Page 17.

## Disbursements

## CASH ACCOUNT.

1898.

	Bro't for'd.....	19868.89	
Mch.	By Seward Labor a/e Pd. J. W. Carpenter for Labor.....	50.35	C
	Seward Labor a/e Pd. Jas. Abbott for Labor.....	87.88	C
	Seward Labor a/e Pd. B. Coggins for Labor.....	107.95	C
	Seward Labor a/e Pd. P. Clarcken for Labor.....	52.55	C
	Seward Labor a/e Pd. T. Nelligan for Labor.....	109.75	C
	Seward Labor a/e Pd. J. Boyle for Labor.....	56.55	C
	Seward Labor a/e Pd. F. Coggins for Labor.....	94.90	C
	Seward Labor a/e Pd. A. Henderson for Labor...	86.40	C
	Seward Labor a/e Pd. J. Wood for Labor.....	4.00	C
	Seward Labor a/e Pd. J. Redmond for Labor....	106.50	C
	Seward Labor a/e Pd. T. Connors for Labor.....	72.05	C
	Seward Labor a/e Pd. Mike Burns for Labor.....	58.05	C
	Seward Labor a/e Pd. H. D. Gillis for Labor.....	65.75	C
	Seward Labor a/e Pd. J. J. Lyddon for Labor....	58.65	C
N. B.	Seward Labor a/e Pd. Tom Cassidy for Labor.....	77.25	C
	Seward Labor a/e Pd. J. Dugno for Labor.....	144.75	C
	Seward Labor a/e Pd. J. Corrigan for Labor.....	22.50	C
	Seward Labor a/e Pd. J. L. Brown for Labor....	144.75	C
	Seward Labor a/e Pd. J. Weidmark for Labor....	20.50	C
	Seward Labor a/e Pd. J. Bound for Labor.....	57.24	C
	Seward Labor a/e Pd. W. H. Hunter for Labor...	84.15	C
	Seward Labor a/e Pd. E. E. Noble for Labor.....	30.50	C
	Seward Labor a/e Pd. Jas. Abbott for Labor.....	4.65	C
	Seward Labor a/e Pd. Jas. Balkwell for Labor....	73.20	C
	Seward Labor a/e Pd. W. R. Hendry for Labor...	125.40	C
	Seward Labor a/e Pd. Mike Burns for Labor.....	4.05	C
	Seward Labor a/e Pd. T. McMullen for Labor....	57.00	C
Apr.	Rec. Exp. Pd. ½ F. D. N. Exp. to Apr. 24, inc. telegrams, etc. ....	129.50	R
	Rec. Exp. Pd. ½ exp. F. H. Nowell, str. to Seattle and ret. and 2 wks. board.....	37.50	R
	N. B. Voucher a/e Pd. John Schram N. B. V. 11..	95.00	C
	Rec. Exp. a/e Pd. Juneau Tran. Co. Coal for Mch. ....	6.25	R
	Rec. Exp. a/e Pd. R. P. Nelson, Exp. on Samp E. to S. F.....	1.50	R

*The International Trust Company et al.* 1025

(Testimony of Nathaniel Green.)

B. B. M. and S. a/c Pd. C. W. Young bill—1 belt punch .....	.25	R
W. E. Nowell a/c Pd. him on a/c Sal.....	100.00	C
Rec. Exp. a/c Pd. J. H. Cobb, Atty. to Apr. 21...	125.00	R
Rec. Exp. a/c Pd. W. E. Nowell fares W. E. N., J. McL. and Tugboat to Seward.....	12.00	C
B. B. Ticket a/c Pd. for Indian ticket.....	4.50	C
Rec. Exp. a/c Pd. J. J. Clarke, Sal. for Apr.....	50.00	R
	22200.96	

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C. B. Page 19.

Disbursements

CASH ACCOUNT.

1898,

Bro't for'd.....22200.96

Apr.	Rec. Exp. Pd. W. E. Nowell for Assay Material	2.10	R
	F. D. Nowell, Personal, Juneau Trans. Co. Trunks Hauled .....	.75	C
	W. E. Nowell, Personal, Juneau Trans. Co. Trunks Hauled .....	.75	C
	F. D. Nowell, Personal, Pd. Chamber of Commerce .....	3.00	C
	F. D. Nowell, Pd. A. Marks, Tailor.....	1.00	C
	F. D. Nowell, Pd. him cash.....	10.00	C
	Rec. Expense, Pd. Marshal Staly, Court fees....	5.80	R
	B. B. Orders. Pd. W. E. Crews, orders, J. Dolan.	5.25	C
	Rec. Exp. Pd. Mrs. C. S. Cotton for C. S. Cotton a/c Rec. Rolls Mch and Apr.....	50.00	R
	J. H. Moyle Pd. Mrs. Moyle (J. H.).....	65.00	R
May	Rec. Exp. Pd. J. J. Clarke May Sal.....	50.00	R
	B. B. Ticket a/c Pd. Cash for Ind. Tickets.....	8.25	C
	Rec. Exp. Pd. J. McLaughlin Apr. time.....	21.00	R
	B. B. Cash. Pd. L. Tystad Bal. D. H. Ck. 1010..	200.00	C
	N. B. Cash. Pd. R. W. Gibson D. H. Ck. 33.....	100.00	C
	B. B. Cash. Pd. B. M. Behrends, D. H. Ck. 940..	311.50	C
	B. B. Voucher a/c Pd. W. P. Fuller and Co. V. 239 .....	12.65	C
	B. B. Int. Dis. and Exch. Pd. W. P. Fuller and Co. Int. on above.....	1.40	C
	Rec. Exp. Pd. J. H. Cobb, Atty Salary.....	50.00	R

(Testimony of Nathaniel Green.)

		B. B. Cash. Pd. Scientific Pub. Co. D. H. Ck. 982	5.00	C
		B. B. Int. Dis. and Exch. Pd. Scientific Pub. Co.		
		Prot. fees on D.....	3.80	C
June	3	B. B. Cash. Pd. M. Mariane D. H. Ck. 1012....	100.00	C
		Rec. Exp. Pd. P. C. S. S. Co. Frt. on Catalog....	1.75	R
		Rec. Exp. Pd. J. H. Cobb, Salary.....	75.00	R
		W. E. Nowell, Pd. Cash.....	10.00	C
May	14	Nowell G. M. Co. Rec. Exp. Salary, J. H. Cobb...	35.75	C
	19	Nowell G. M. Co. Rec. Exp. Salary, J. H. Cobb...	14.25	C
	14	Nowell G. M. Co. Rec. Exp. Salary, J. H. Cobb...	14.25	C
	14	Nowell G. M. Co. Rec. Exp. J. H. Cobb, Exp. to Sitka .....	40.00	C
June	4	Nowell G. M. Co. Rec. Exp. J. H. Cobb, a/e Salary .....	75.00	C
		Rec. Exp. B. B. Rec. Rolls W. M. Burch, Jan. and Feb. ....	185.00	R
		Rec. Exp. B. B. Rec. Rolls N. Greene, Dec., Jan. and Feb.....	476.90	R
		Rec. Exp. B. B. Rec. Rolls J. Balkwell, Dec., Feb. and Meh.....	185.50	R
		Rec. Exp. B. B. Rec. Rolls J. W. Carpenter, Dec. ....	18.90	R
		Rec. Exp. B. B. Rec. Rolls F. Monroe, Jan. and Feb. ....	45.55	R
		Rec. Exp. B. B. Rec. Rolls E. Cunningham, Jan. and Feb.....	90.00	R
		Rec. Exp. B. B. Rec. Rolls J. Bound, Feb. and Meh.....	38.00	R
		Rec. Exp. B. B. Rec. Rolls J. Mulandt, Dec., Jan., Feb. and Meh.....	118.30	R
		Rec. Exp. B. B. Rec. Rolls C. S. Cotton, Jan. and Feb.....	100.60	R
			<hr/>	
			24732.97	

(Testimony of Nathaniel Green.)

Disbursements

CASH ACCOUNT.

1898.

		Bro't for'd.....	24732.97	
June 25	By	Am. G. M. Co. Coin to them.....	1208.60	R
16		Am. G. M. Co. Pd. P. C. S. S. Co. Frt. on hose to S. C.....	85.00	R
8		2 Am. G. M. Co. Pd. P. C. S. S. Co. Frt. on ce- ment.....	69.25	R
24		N. B. G. M. Co. Vehr. a/e Pd. N. B. V. 101....	12.00	R
26		Rec. Exp. Pd. J. A. Logan Salary Rec. Clerk..	56.65	R
30		Rec. Exp. Pd. J. J. Clarke Salary Rec. June...	100.00	R
13		N. B. G. M. Co. Frt. a/e Pd. P. C. S. S. Co. Frt Bills.....	134.10	R
21		N. B. G. M. Co. Pd. Fare T. H. George.....	4.00	R
25		Rec. Exp. Pd. J. H. Cobb, Atty fees.....	15.00	R
22		J. H. Moyle Pd. him on a/e Ser. for Rec....	200.00	R
20		N. B. G. M. Co. Pd. L. McKinnonn for A. Aronson to 5/1.....	200.00	C
25		N. B. G. M. Co. Pd. J. McCloskey N. G. Pay Ck.....	135.97	C
		1456.—30.25		
		1268.—35.80		
		1274.—34.50		
		858.—35.42		
25		N. B. G. M. Co. Pd. N. G. V. 706 Port. G. Elec. Co.....	52.75	C
13		N. B. G. M. Co. Pd. J. Dolan Wk. Rec. at S. C. Meh.....	4.50	C
25		N. B. G. M. Co. Pd. M. George Wk. Rec. at S. C. Feb. and Meh.....	100.00	C
15		N. B. G. M. Co. Pd. J. H. Cobb, Salary as Atty.....	10.00	C
15		N. B. G. M. Co. Pd. J. H. Logan Bal. to date Rec. Clk.....	246.25	C
July 3		Str. Rustler Pd. Cash Rustler a/e.....	122.50	C
May 2		B. B. Labor a/e Pd. Mrs. J. W. Fugler for W. Fugler.....	250.00	C

(Testimony of Nathaniel Green.)

May 1	W. E. Nowell Pd. Cash to him, Fugler 75.00...	75.00	C
June 30	N. B. Cash a/c Pd. D. H. Ck. 35 to G. A. Anderson.....	8.50	C
	N. B. Vehr. a/c Pd. N. B. Vehr. 39 to G. A. Anderson.....	13.02	C
	N. B. Rec. Exp. Pd. G. A. Anderson 6 Belt Punches 4/30.....	1.50	R
	B. B. Cash a/c Pd. D. H. Ck. 1007 Pd. G. A. Anderson.....	50.00	C
	B. B. Str. Rustler G. A. Anderson bill to June 30.....	45.07	C
30	Rec. Exp. E. F. C. Pd. Ferry Bill Jan. 3/98...	2.50	R
July 13	N. B. Vr. a/c Pd. B. M. Behrends V. 102....	40.96	R
14	Exp. Rec. E. F. C. Pd. C. A. Pauley (Pac. Meat Co.).....	40.00	R
	B. B. Ticket a/c Pd. B. B. Ind. Tickets (400 lbs. meat for C. A. Pauley, B. B. Feb. 6)..	4.00	C
		28020.09	

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C. B. Page 50

F. D. NOWELL—RECEIVER.

B. B. M. and M. CO.  
SEWARD G. M. CO.  
NORTHERN BELLE G. M. CO.

Receipts.

1898.	To F. D. Nowell, Personal a/c.....	1000.00	R
Mch.	Seward G. M. Co. Bullion a/c Brick No. 38....	3612.50	R
	Northern Belle G. M. Co. a/c Brick No. 38....	139.90	R
		C. B. Page 52.	
Apl.	N. B. G. M. Co. Cash a/c Net proceeds of concn. shipped by N. B. G. M. Co. dep. D. H. and Co. Dec. 28/97 drawn by F. D. Nowell as Receiver.....	221.83	R
	Sew. G. M. Co. Cash a/c Net proceeds of concn. shipped by Sew. G. M. Co. in Dec. amt. pd. J. H. Moyle a/c labor 12/29		
		C. B. Page 54.	300.48 R



(Testimony of Nathaniel Green.)

Apl.	B. B. M. and M. Co. Rec'd from Port. Al. G. M. Co. in settlement of their acct.....	450.00	R
	B. B. M. and M. Co. Powder a/e for powder sold Brackett.....	413.00	R
	B. B. M. and M. Co. F. D. N. Agt. a/e powder sold Brackett.....	62.00	R
	Nowell G. M. Co. For cash from them.....	89.56	C
	Rec. Exp. E. F. C. Recd. from J. H. Cobb for one desk bought by E. F. C. as Recv.....	40.00	R
	Sew. G. M. Co. Bullion a/e for Gold Brick estimated 2500 less exp. 40.96.....	2459.04	R
	F. D. Nowell, Personal—Cash from him.....	.32	R
June	Am. G. M. Co. Rent of Gold St. house.....	20.00	R
July 11	N. B. Fuel a/e. Rec'd from Moran Bros for wood sold at Seward.....	800.00	R
	Am. G. M. Co. Cash from them.....	541.82	R
	C. B. Page 56.		
July 14	Am. G. M. Co. Recd. Rent of Gold St. house .....	20.00	R
	F. D. Nowell, Personal Cash adv. by him.....	87.56	R
15	B. B.—Julian M. Co. Rec'd bal. B. B. a/e 6/13/98.....	33.50	R
	B. B. Concentrates a/e Rec'd from P. C. S. S. Co. Rebate on overchg. conc. Oct. 15/98.....	27.80	R
	B. B. F. D. Nowell Rec'd from him.....	2.15	R
21	Northern Belle Fuel a/e. Rec'd for wood sold M. Campbell at B. B.....	11.00	R
23	B. B. Frt. chgs. 1/5 Recd. Frt. Rebate for 1897.....	867.77	R
	F. D. Nowell Recd. Frt. Rebate for 1897.....	14.32	
	Nowell Bros. Recd. Frt. Rebate for 1897.....	21.65	R
	Str. Rustler Recd. Frt. Rebate for 1897.....	23.48	R
	W. E. Nowell Recd. Frt. Rebate for 1897.....	14.19	R
	F. D. Nowell Recd. Frt. Rebate for 1897....	7.64	R
	Str. Rustler. Fares deducted at B. B. June, /98 .....	84.00	R
26	N. B. Material and Supplies.....	576.90	R
	6000 ft. piles to J. P. Jorgenson, May /98 at 10¢.....	600.00	
	Less labor rafting same.....	23.10	

## (Testimony of Nathaniel Green.)

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C. B. Page 58

## F. D. NOWELL—RECEIVER.

B. B. M. and M. CO.

SEWARD G. M. CO.

N. B. GOLD M. CO.

## Receipts.

1898.		Office	D. H. and Co.	
	Bro't for'd	11962.41		
Aug. 1	Am. G. M. Co. Received from them.....	9.41		R
N. B. 5	F. D. Nowell, Agt. Received from him..	183.89		R
B. B.	Am. G. M. Co. Received from them....	7.83		R
N. B. 14	Cash Nov. Belle, D. H. and Co. Ck. 43 for office coin .....	5000.00		R
B. B. 15	Am. G. M. Co. Rec'd from them.....	50.00		R
N. B.	F. D. Nowell Rec'd from him.....	14.00		R
N. B. 15	Am. G. M. Co. Rec'd from them.....	.25		R
B. B. 16	Am. G. M. Co. Rec'd from them.....	50.00		R
B. B. 19	Am. G. M. Co. Rec'd from them.....	74.35		R
N. B. 25	Am. G. M. Co. Rec'd from them.....	17.60		R
B. B. 26	N. B. Whf. a/e Dockage Detroit 8/19/98.....	2.50		R
N. B. 16	D. H. and Co. Est. value bullion shipped Bar 1.....		500.00	R
N. B. 22	D. H. and Co. Est. value Conc. shipt. Aug. 22. Seward G. M. Co., 500.00; N. B. G. M. Co., 4000.00.....		4500.00	R
	Over Dft.....		50.00	
		<hr/>	<hr/>	
		17480.19	6050.00	

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C. B. Page 51.

## CASH ACCOUNT.

## Disbursements.

1898.

Feb. 14	By B. B. Labor a/e Pd. Dr. Hoye, a/e labor....	242.96	C
	N. B. Labor a/e Pd. Dr. Hoye, a/e labor....	157.04	C
Feb. 14	B. B. Labor a/e E. Valentine for R. Wardell.	200.00	C
	N. B. Labor a/e Geo. Lodge for M. Baldwin.	10.00	C

(Testimony of Nathaniel Green.)

		B. B. Labor a/c George Lodge for J. D. Har-		
		rigan .....	1.50	C
18		B. B. Labor a/c L. Raymond for labor.....	41.25	C
		N. B. Labor a/c L. Raymond for labor.....	81.15	C
		B. B. Labor a/c J. C. McIntosh for labor...	43.00	C
		B. B. Labor a/c Mat Matson for labor.....	50.00	C
19		Sew. Labor a/c G. Falkenstein for labor.....	75.00	C
21		N. B. Labor a/c J. McLaughlin for labor....	27.33	C
22		B. B. Labor a/c W. J. McGlew for labor.....	195.40	C
		Sew. W. J. McGlew for labor.....	4.60	C
23		Sew. Labor a/c Lon Braaburg for labor.....	134.15	C
26		B. B. Labor a/c Jas. Neswit for labor.....	15.25	C
		Sew. Labor a/c Jas. Neswit for labor.....	25.25	C
		B. B. Labor a/c Dan McAuliffe for labor....	10.00	C
27		N. B. Labor a/c M. Mariane for labor.....	100.00	C
28		Sew. Labor a/c M. Campbell for labor.....	25.75	C
		N. B. Labor a/c M. Campbell for labor.....	25.25	C
Mch.	1	Sew. Labor a/c J. S. Morgan for labor.....	14.25	C
Mch.	1	Sew. Labor a/c J. S. Morgan for labor.....	14.25	C
		Sew. Labor a/c F. D. N. for J. S. Morgan for		
		labor .....	7.50	C
		B. B. Labor a/c J. N. Hennesey for labor...	302.95	C
		Sew. Labor a/c J. N. Hennesey, Ck. 58 and		
		59 F. D. N. ....	312.15	C
7		B. B. a/c Labor Wm. Cunningham for labor.	16.30	C
12		B. B. Labor a/c B. M. Behrends for W. A.		
		Stout .....	106.00	C
9		B. B. Labor a/c W. E. Crews for Wm. James.	23.55	C
		Sew. Labor a/c W. E. Crews for Wm. James.	2.70	C
		N. B. Labor a/c W. E. Crews for Wm. James	4.55	C
		Sew. Labor a/c W. E. Crews for Pat Bonner.	95.10	C
		B. B. Labor a/c Mrs. P. McCloskey for P.		
		McC. ....	4.25	C
		Sew. Labor a/c Mrs. P. McCloskey for P.		
		McC. ....	114.85	C
11	S	Sew. Labor a/c W. A. Stout a/c labor.....	161.56	C
		B. B. Labor a/c W. A. Stout a/c labor.....	38.44	C
10		B. B. Labor a/c P. Rolando a/c labor.....	23.10	C
		N. B. Labor a/c P. Rolando a/c labor.....	3.50	C
		N. B. Labor a/c E. Knapp a/c labor.....	170.46	C
		B. B. Labor a/c E. Knapp for labor.....	200.05	C
		N. B. Labor a/c D. W. Starrett a/c labor....	100.35	C
		N. B. Labor a/c J. F. Malony for D. W. Star-		
		rett .....	75.00	C

## (Testimony of Nathaniel Green.)

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C. B. Page 53.

## CASH ACCOUNT.

## Disbursements.

1898.

Mach. 11

	Bro't for'd.....	3241.49	
By B. B. Labor Pd. J. A. Kemp a/c Labor.....	500.00	C	
By B. B. Labor Pd. J. O'Niel a/c Labor.....	75.75	C	
By B. B. Labor Pd. M. Zebuch a/c Labor.....	121.70	C	
By B. B. Labor Pd. M. Kochever a/c Labor.....	39.38	C	
By B. B. Labor Pd. J. B. Barnes a/c Labor.....	13.00	C	
By B. B. Labor Pd. W. Cunningham a/c Labor.....	83.70	C	
By B. B. Labor Pd. E. Knapp a/c Labor.....	200.00	C	
By B. B. Labor Pd. M. Campbell a/c Labor.....	130.60	C	
By B. B. Labor Pd. D. McAuliffe a/c Labor.....	5.90	C	
By B. B. Labor Pd. J. C. McIntosh a/c Labor.....	40.65	C	
By B. B. Labor Pd. G. Falkenstein a/c Labor.....	25.75	C	
By B. B. Labor Pd. M. Mathied a/c Labor.....	185.35	C	
By B. B. Labor Pd. C. D. Knapp Labor .....	15.80	C	
By B. B. Labor Pd. Jos. King Labor .....	16.70	C	
By B. B. Labor Pd. E. O'Donnell Labor .....	51.70	C	
By B. B. Labor Pd. W. A. Monrow Labor .....	200.00	C	
By B. B. Labor Pd. C. Joki Labor .....	177.60	C	
By B. B. Labor Pd. A. Gallagher Labor .....	4.50	C	
By B. B. Labor Pd. R. Wardell Labor .....	149.45	C	
By B. B. Labor Pd. T. Glenn Labor .....	48.60	C	
By B. B. Labor Pd. J. Morrow Labor .....	100.00	C	
By B. B. Labor Pd. G. Ostrand Labor .....	200.00	C	
By B. B. Labor Pd. W. Fugler Labor .....	100.00	C	
By B. B. Labor Pd. W. Burch Labor .....	32.19	C	
By B. B. Labor Pd. N. Greene Labor .....	8.71	C	
By B. B. Labor Pd. J. Neswit Labor .....	4.50	C	
By B. B. Labor Pd. M. Hallisay Labor .....	121.20	C	
By B. B. Labor Pd. M. Mariane Labor .....	92.19	C	
By B. B. Labor Pd. J. D. Harrigan Labor .....	49.65	C	
By B. B. Labor Pd. A. Bartman Labor .....	168.50	C	
By B. B. Labor Pd. R. Thornton Labor .....	100.00	C	
By B. B. Labor Pd. L. Krauskoff Labor .....	63.75	C	
By B. B. Labor Pd. M. Gunderson Labor .....	130.03	C	
By B. B. Labor Pd. R. Dick Labor .....	32.85	C	
By B. B. Labor Pd. J. E. Davis Labor .....	5.75	C	
By B. B. Labor Pd. J. Morrow Labor .....	20.00	C	
By Seward G. M. Co. Pd. J. O'Niel Labor .....	92.20	C	
By Seward G. M. Co. Pd. M. Petricj Labor .....	134.05	C	
By Seward G. M. Co. Pd. M. Kochever Labor .....	91.25	C	

(Testimony of Nathaniel Green.)

CASH ACCOUNT.

Disbursements.

1898.

Mch.

Bro't for'd.....6874.77

Sew. Labor a/c Pd. J. Barnes for labor.....	100.05	C
Sew. Labor a/c Pd. W. Cunningham for labor.....	116.30	C
Sew. Labor a/c Pd. C. S. Cotton for labor.....	27.52	C
Sew. Labor a/c Pd. Dan McAuliffe for labor.....	97.55	C
Sew. Labor a/c Pd. Geo. Falkenstein for labor.....	16.43	C
Sew. Labor a/c Pd. C. Cunningham for labor.....	58.50	C
Sew. Labor a/c Pd. C. D. Knapp for labor.....	136.40	C
Sew. Labor a/c Pd. E. O'Donnel for labor.....	162.50	C
Sew. Labor a/c Pd. A. Gallagher for labor.....	.65	C
Sew. Labor a/c Pd. T. Glenn for labor..	95.45	C
Sew. Labor a/c Pd. N. Greene for labor.....	160.99	C
Sew. Labor a/c Pd. T. McMullen for labor.....	28.50	C
Sew. Labor a/c Pd. M. Hallisay for labor.....	78.80	C
Sew. Labor a/c Pd. P. McCoy for labor.....	54.50	C
Sew. Labor a/c Pd. A. Bartman for labor.....	18.75	C
Sew. Labor a/c Pd. L. Krauskoff for labor.....	7.50	C
Sew. Labor a/c Pd. M. Gunderson for labor.....	7.25	C
Sew. Labor a/c Pd. P. McGril for labor.....	4.45	C
N. B. G. M. Co. Pd. M. Matson for labor.....	41.55	C
N. B. G. M. Co. Pd. Jno. Rolando for labor.....	6.00	C
N. B. G. M. Co. Pd. C. Joki for labor.....	3.65	C
N. B. G. M. Co. Pd. A. Gallagher for labor.....	5.00	C
N. B. G. M. Co. Pd. R. Wardell for labor.....	80.50	C
N. B. G. M. Co. Pd. Jno. Mielando for labor.....	50.30	C
N. B. G. M. Co. Pd. N. Greene for labor.....	30.30	C
N. B. M. Co. Pd. J. C. McIntosh for labor.....	43.00	C
N. B. G. M. Co. Pd. M. Mareane for labor.....	30.95	C
N. B. G. M. Co. Pd. J. D. Harrigan for labor.....	144.10	C
N. B. G. M. Co. Pd. A. Bartman for labor.....	5.00	C
N. B. G. M. Co. Pd. L. Kranskoff for labor.....	4.40	C
N. B. G. M. Co. Pd. M. Gunderson for labor.....	4.25	C
N. B. G. M. Co. Pd. J. E. Davis for labor.....	.75	C

## (Testimony of Nathaniel Green.)

N. B. G. M. Co. Pd. P. McGril for labor.....	5.00	C
Sew. G. M. Co. Pd. P. NeNulty for labor.....	4.40	C
Sew. G. M. Co. Pd. J. H. Moyle on Seattle.....	300.00	C
Sew. G. M. Co. Pd. from sale Sew. concen. ....		
Sew. G. M. Co. Pd. Dec. 29 .....		
Now. G. M. Co. Pd. Moran Bros., N. G. V. 703.....	11.42	C
N. B. G. M. Co. Pd. Moran Bros., N. B. Vr. 42.....	28.50	C
N. B. Int. Dis. and Exch. on ek.....	1.90	C
	<hr/>	
	8848.01	

C. B. Page 57.

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## CASH ACCOUNT.

## Disbursements

1898			
July	Bro't for'd.....	848.01	
11	B. B. Cash a/c of N. B. G. M. Co. Cash sent to B. B. to make payments there.....	1300.00	R
14	Rec. Exp. Pd. J. H. Cobb Atty. to June, 21 Rec. Exp. Pd. J. H. Cobb, expenses to Sitka.....	100.00 10.00	R R
15	B. B. Am. G. M. Co. Pd. them frt. bills 6/9/96..1.83 B. B. Nowell G. M. Co. Pd. them frt. bills .....	4.49 2.66	R R
		<hr/>	
	12/29/97.....	18.63	
	1/6/98.....	1.80	20.43 C
		<hr/>	
	N. B. Frt. A/c Pd. them frt. bills 1/27/98.....	1.83	
	2/4/98.....	1.75	
	2/14/98.....	1.45	5.03 R
21	F. D. Nowell Pd him on a/c.....	11.00	C
23	B. B. Orders a/c.....	24.00	C
	Pd. joint order W. Casay.....	8.00	
	H. Deitz.....	4.00	
	J. Mulligan.....	4.00	
	John Rolando.....	4.00	
	T. Waldron.....	4.00	
	To Str. Detroit No. 10/97		
	F. D. Nowell, Agt.....	2.53	C
	Frt. bill blasting caps.....11/26/97 Pd. 7/5/98		
	Nor. Belle Frt. Charges.....	372.86	C

(Testimony of Nathaniel Green.)

	Frts. Bills 11/5/97 Pd 7/5/98.....	362.16	
	Frts. Bills 11/5/97 Pd 7/5/98.....	1.25	
	Frts. Bills 12/1/97 Pd 7/5/98.....	6.70	
	Frts. Bills 12/14/97 Pd 7/5/98.....	1.25	
	Frts. Bills 12/26/97 Pd 7/5/98.....	1.50	
	<hr/>		
	Bills a/c (J. H. Morgan).....	4.00	C
	Fare to Juneau, Alki Dec. 7/97 Pd. 7/5/98		
	B. B. Vchr. a/c V. 585 Oregon Imp. Co.....	9.90	C
	Str. Rustler.....	6.05	C
	Coal Bill Nov. and Dec. —97 Pd 7/5/98 Ore Imp Co.		
	Nowell Gold M. Co.....	197.89	C
	Bal. N. G. V. 613 Ore. Imp. Co. (177.65) 121.44		
	N. G. Coal Bill Ore. Imp. Co. Nov. and Dec. 65.45		
	1897.		
	N. G. Coal Bill Rec. Imp. Co. May 4/98 11.00		
	<hr/>		
	F. D. Nowell, Pd him on a/c 7/5/98.....	375.82	C
	Nor. Belle Vchr. a/c V. 107 Jos. Wagner Mfg. Co...	9.20	R
	B. B. Cash a/c of N. B. G. M. Co.....	84.00	R
	Collections of Rustler Fares June, '98		
	retained at B. B.		
26	B. B. Vchr. a/c V. 517 J. P. Jorgenson 1.80.....		
	549 J. B. Jorgenson 5.00.....	6.80	C
26	Str. Rustler Bill of J. P. Jorgenson 7/25/98.....	92.84	C
26	Am. G. M. Co. storn sash J. P. Jorgenson 5/10/98....	70.50	R
	Nowell G. M. Co. ....	218.89	C
	N. G. V. 681 J. P. Jorgenson..... 14.30		
	N. G. V. 726 J. P. Jorgenson..... 7.78		
	Lumber bill 12/13/97 Jorgenson..... 16.96		
	Lumber bill 11/2/97..... 24.85		
	Int. on dfts. J. P. J. Payment S. C. Whf...155.00		
	B. B. Cash a/c of N. Belle G. M. Co., cash sent.....	187.87	R
	<hr/>		
			11962.11

## (Testimony of Nathaniel Green.)

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C. B. Page 59

## CASH ACCOUNT.

## Disbursements.

1898			Office D. H. and Co.
	Aug.		
		Bro't for'd.....	11962.11
1		N. B. Northern Belle V. 111 Pac. C. S. S. Co.	9.41 R
5		B. B. C. W. Young, Disc. on B. B. Dft. 147	
		7/28/98.....	7.83 R
		N. B. Pac. C. S. S. Co. N. Belle V. 112.....	183.89 R
13		N. B. N. Belle Cash at B. B. coin sent....	3650.00 R
		B. B. Mrs. Fugler (J. W.) a/c B. B. Labor..	250.00 C
		B. B. J. W. Fugler.....	
		B. B. Mrs. Fugler a/c B. B. Labor, John	
		Morrow.....	100.00 C
		N. B. Amer. G. M. Co. advanced coin.....	1000.00 R
15		N. B. J. H. Cobb, Atty. B. B. Recv. part sal.	
		! June 21 to July 21.....	50.00 R
		B. B. B. B. Pay Check No. 1798.....	14.00 C
		N. B. Jun. Ferry and Nav. Co. V. 125.....	.25 R
16		N. B. J. H. Cobb, Atty. Recv. B. B.....	50.00 R
18		B. B. Koehler and James Disc. on B. B. Dfts.	74.35 C
25		N. B. Northern Belle V. 113.....	17.60 R
26		B. B. orders a/c Ord. J. Dolan to J. Me-	
		Closkey.....	107.95 C
13		N. B. Cash check 43 for office 8/11/97....	5000.00 R
29		N. B. Rec. Exp. J. H. Cobb on a/c Ck. 45..	50.00 R
22		Am. G. M. Co. Loan ck. 44.....	1000.00 R
		On hand.....	2.80
			<hr/>
			17480.19 6050.00



(Testimony of Nathaniel Green.)

C. B. Page 60

F. D. NOWELL, Receiver.

B. B. M. AND M. CO.

SEWARD G. M. CO.

NOR. BELLE G. M. CO.

Receipts.

1898.		Office.	D. H. and Co.
	Balance on hand .....	2.80	
Sept. 3	N. B. Amer. G. M. Co. Rec'd of them..	54.18	R
5	B. B. Amer. G. M. Co. Rec'd of them.	50.00	R
12	N. B. G. M. Co. Ins. a/c Rec'd from Ins. Co. for cancelling 51500 ins. 1/5/98..	220.70	R
6	N. B. Bullion a/c Estimate value Bar 2.		3000.00 R
14	Sew. G. M. Co. Concentrates a/c—void—		

C. B., Page 62.

1898.

F. D. NOWELL, RECEIVER.

Sept. 15	F. D. Nowell, Personal cash from him..	10.00	R
	N. B. G. M. Co. Cash at B. B. ck. Mellin M. and M. Co.....	500.00	R
	Am. G. M. Co. Recd. of them.....	67.06	R
	Am. G. M. Co. Recd. of them.....	29.80	R
16	Am. G. M. Co. Recd.....	1.25	R
17	Am. G. M. Co. Recd.....	4.35	R
18	Concen. 932 Sax Cone.) Shpd Tacoma 30 Sax Ore ) Smelter, 9/ 18/97, for a/c B. M. Behrends ..	2200.00	R
	Bullion a/c 1 bar gold shpd D. H. Co., 9/18/98. Wt. 58.75 oz., for a/c B. M. Behrends est. ....	1000.00	R
	Am. G. M. Co. Recd. of them.....	5.50	R
20	B. M. Behrends .....	525.87	R
	Cks. drawn on him, No. 101....	76.50	
		102.... 91.75	
		103.... 175.00	
		104.... 100.00	
		105.... 82.62	

(Testimony of Nathaniel Green.)

	B. M. Behrends, eks. drawn on him—		
	No. 106....	27.75	
	No. 107....	20.00	47.75
			R
	Am. G. M. Co. Rec'd of them.....	5.15	R
24	F. D. Nowell, Agt. Powder Bill Wagner and Brown .....	32.50	R
	Notes Payable—Note on demand with int. to A. M. Ross .....	1000.00	R
20	Bullion a/c Bar 2 shipt. Sept. 6, Est. ....	3000.	
	Value .....	3156.74	156.74 R
23	B. M. Behrends, eks. on him.....	108.14	R
	No. 108....	14.55)	
	109....	80.00)	
	110....	13.59)	
24	B. M. Behrends, eks. . . . .	111.... 75.00	
		112.... 10.00	
26	B. M. Behrends, eks. ....	113.... 50.25	135.25 R

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C. B. page 62—Continued.

Office. D. H. and Co.

Bro't for'd .....6000.30 3156.74

1898.

Sept. 27	B. M. Behrends, eks. drawn on him		
	No. 114...125.00)	152.50	R
	115... 27.50)		
26	116... 27.50)	66.75	R
	117... 21.00)		
	B. M. Behrends, eks. ....	118... 18.25)	
30	B. M. Behrends, eks. ....	119...100.00)	148.35 R
		120... 48.55)	
	Over draft .....	361.96	

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6367.90 3518.70

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(Testimony of Nathaniel Green.)

CASH ACCOUNT.

Disbursements.

1898.		Office.	D. H. and Co.
Sept. 3	Balance O/D.....		50.00
3	Nor. Belle V. 126 P. C. S. S. Co.....	54.18	R
5	B. B. Labor a/c J. Kierman.....	50.00	C
3	San F. Office Bill Rodwell Bros. ck. 46		
	8 18/98		48.40 R
	Recv. Exp. ck. 47, J. H. Cobb.....		50.00 R
9	N. Belle Cash at B. B., Chas. Ross by order W. E. N. 9/8/98.....		48.85 R
	Str. Rustler—Juneau Iron Wks., Bill Aug. '98 .....		34.82 C
	Str. Rustler—Axel Fast, Engineer on a/c .....		100.00 C
10	Nor. Belle Vehrs., B. M. Behrends ck 51		439.78 R
	No. 109..... 8.10		
	127.....131.66		
	129.....300.02		
10	B. B. M. and M. Co., B. M. B. by ck. 51		177.62 C
	Nowel G. M. Co., B. M. B. by ck 51..		29.75 C
	W. E. Nowell—his a/c by ck. 51 10/6/97 .....		6.00 C
	Str. Rustler ad “Searchlight” by Ck. 51 .....		15.00 C
	B. M. Behrends.		
	F. D. Nowell—his personal acct. ck. 51 B. M. B. ....		378.32 C
	F. D. Nowell, Agt., Powder ads., Dec. 97, Jan., and Feb. '98.....		18.00 C
	“Searchlight” by ck. 51, B. M. B.		
	Am. G. M. Co.—Their bill B. M. B. ck. 51 .....		58.50 R
12	Sew. G. M. Co., Ins. a/c Marine Ins. Dec. ....	3.75	R
	N. B. G. M. Co., Ins. a/c Marine Ins. Dec. ....	2.18	R

## (Testimony of Nathaniel Green.)

	Nowell G. M. Co. Misc. Exp. a/e Ins.		
	Dec. ....	23.43	C
	Nowell G. M. Co. V. a/e V. 694.....	70.61	C
	B. B. M. and M. Co. V. a/e V. 646....	26.85	C
	F. D. Nowell, Personal Cash to him..	93.88	R
3	Bullion a/e Decrease on Shipt. Bar 1.		
	Shipt. 8/16/97 Est.....	1500.00	
	Ret.....	1462.43	
		37.57	R
	Frts. paid on above bar.....	12.75	R
10	N. B. Vr. a/e Ck. 13 Milchen Haver		
	Co., N. B. V. 44.....	14.00	C
	Recv. Exp. J. J. Clarke Sal. Aug. Ck.		
	54 .....	100.00	R
12	N. B. G. M. Co., B. B. Cash a/e Pd.		
	Tom Conway .....	82.62	R
	Order W. E. N. 7/7/98 Ck. 55		
	N. B. G. M. Co. B. B. Cash a/e Pd.		
	Pd. L. L. Blumenthal ord. W. E. N.		
	9/1/98 favor Asa Gardner C. 56..	44.87	R
13	N. B. G. M. Co., B. B., Cash a/e Pd.		
	Pat Wood order W. E. N. 9/11/98	44.40	R
	Am. G. M. Co., Loan Cks. 57-58-59-60-		
	61-63 .....	536.44	R
14	Str. Rustler P. C. S. S. Co., Bill Dock-		
	age Mch. 1/98 to Sept. 1/98.....	120.00	C
	Am. G. M. Co., Loan Ck. 65.....	180.25	R
	Am. G. M. Co., Loan Ck. 66.....	27.30	R
	Concentrates a/e shipt. Aug. 22		
	Sew. Est.....	500.00	
	Net. Dep.....	462.08	
		37.92	R
	Concentrates shipt Aug 22, B.		
	B. Est. ....	4000.00	
	Net. Dep.....	3206.74	
		793.26	R
	For'd .....	324.88	
		3486.42	

(Testimony of Nathaniel Green.)

CASH ACCOUNT.

Disbursements.

6		Office.	D. H. and Co.
1898.			
	Bro't for'd.....	324.88	3486.42 R
Sept. 15	Rec. Labor a/c J. H. Moyle a/c La-		
	bor .....	10.00	R
	B. M. Behrends Dep. Ck. Mellin M.		
	and M. Co. ....	500.00	R
	N. B. Vr. 140, P. C. S. S. Co.....	67.06	R
	N. B. Cash at B. B. P. O. Regan, Ord.		
	W. E. N. 9/1/98.....	29.80	R
16	N. B. V. 141 Pac. C. S. S. Co.....	1.25	R
17	N. B. V. 141 Pac. S. S. Co.....	4.35	R
18	B. M. Behrends, Shipt Conc. 9/18/98 to		
	his cr. ....	2200	
	Shipt Bullion 9/18/98.....	1000 3200.00	R
	—————		
	Traveling Exp. Fare F. D. and H. No-		
	well "Alki" to Seward 9/16/98.	5.50	R
20	N. B. Cash at B. B.....	250.87	B
	Orders W. E. N. as follows, pd by		
	ck. B. M. Behrends		
	Ck. 101 Ord. L. Solli 9/1/98....	76.50	
	102 Ord. C. Joki 9/12/98....	60.00	
	102 Ord. P. McCam 9/13/98.	31.75	
	105 Ord. D. Sullivan 9/7/98.	82.62	
	Rec. ship B. B. Exp. J. H. Cobb Ck.		
	B. M. B. No. 103 Sal. Atty. to		
	9/21/98 .....	175.00	R
	T. H. George, Ck. B. M. B. 104 his a/c	100.00	R
21	N. B. Cash at B. B. Ck. B. M. B. ord.		
	W. E. N. to L. Solli 9/15/98 (Ck.		
	106) .....	27.75	R
	Recv. Ship B. B. Exp. Ck. 107 B. M.		
	B. to J. H. Cobb Trip to Sitka and		
	ret. 9/21/98 .....	20.00	R

## (Testimony of Nathaniel Green.)

	B. B. M. and M. Co. Vr. 571		
	Calvert Co. ....	5.00	
	Exc. dft. for same.....	.15	5.15
	N. B. Cash at B. B. Coin sent by Str.		
	Rustler .....	1000.00	R
			R
20	Bullion a/c Treatment chgs. Bar 2....		12.78 R
	Freight charges, Bar 2....		19.50 R
23	Str. Rustler B. M. B. ck. 108 Cal.		
	Bank bill Sept.....	14.55	C
	Str. Rustler B. M. B. ck. 109 D. W.		
	Walker part bill Sept.....	80.00	C
	N. B. Vr. a/c B. M. B. 110 P. C. S. S.		
	Co.		
	V. 142.....	2.94	
	V. 143.....	10.65	13.59
24	N. B. Cash at B. B. Ck. 111 D. W. Star-		
	rett a/c Aug. time.....	75.00	R
	Nowell Bros. B. B. Ck. 112 R. P. Nel-		
	son Stamps .....	10.00	R
26	N. B. Cash at B. B. Ck. 113 E. Me-		
	Gann W. E. N. Ord. 9/23/98.....	50.25	R
27	Rec. Exp. B. M. B. Ck. 114 N. Greene		
	Sept. Sal.....	125.00	R
		6090.00	3518.70

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## Disbursements.

C. B. Page 63 Continued.

		Office.	D. H. and Co.
1898	Bro't for 'd.....	6090.00	3518.70
Sept. 27	W. E. Nowell B. M. B. Ck. 115 J. H.		
	Cobb a/c W. E. N.....	7.50	R
	Recv. Exp. B. M. B. Ck. 115 J. H.		
	Cobb, Court fees.....	20.00	R
28	N. B. Cash at B. B. Ck. 116 C. Haquist		
	order W. E. N. 9/23/98.....	27.50	R
	N. B. Cash at B. B. Ck. 117 M. Duffy		
	ord. W. E. N. 9/23/98.....	21.00	R

(Testimony of Nathaniel Green.)

N. B. Cash at B. B. Ck. 118 F. Mitchell			
	Ord. W. E. N. 9/25/98.....	18.25	R
30	Rustler, Ck. 119 Axel Fast Sept. Sal- ary .....	100.00	C
	Rustler, Ck. 120 J. F. M. Co.....		
	Coal, Sept. 21/98.....	48.35	C
	Paid W. Vaughn for Labor.....	5.00	C
	Bal O/H .....	30.30	

6367.90      3518.70

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C. B. Page 64.

F. D. NOWELL—Receiver.

B. B. M. AND M. Co.

SEWARD G. M. CO.

NOR. BELLE G. M. CO.

Receipts.

Office and B. M. B. Bank D. H. and Co.

	Oct.	Balance O/H....	30.30	
1	B. M.	Behrends Bank over Est. Bar Bullion shipt. Sept. 18/98 .....	1000.00	
		Actual Value .....	983.56	16.44      R
	B. M.	Treatment chgs. on bar..		4.68      R
		Freight chgs. on bar..... over est. concen. shipt Sept. 18, Est. value....		7.00      R
		Actual Value .....	2000.00	10.00      R
		Treatment chgs. concen...		218.12      R
		Freight chgs. concen.....		200.00      R
		Interest on overdraft as per bank statement Oct. 6/98.....		12.44      R
1	B. M.	Checks on him 121.	100.00	100.00
		Checks on him 122.	100.00	190.75      R
		Checks on him 123.	9.75	
		Checks on him 124.	60.00	
		125.	21.00	
		126.	152.90	202.90      R
		127.	50.00	
		128.	194.94	248.71      R
		129.	53.77	

## (Testimony of Nathaniel Green.)

B. M. M. Cks. on him at B. B. No. 1 11.75 2857.67

R

		2	52.84
No. 34	61.00	3	80.50
36	9.50	4	36.50
38	146.50	5	78.25
41	50.50	6	5.00
42	78.50	7	4.00
43	20.00	9	39.37
44	56.50	10	15.00
45	30.50	11	13.10
46	23.00	12	5.50
47	71.12	13	36.65
49	92.00	14	64.35
50	12.50	15	46.00
51	74.75	16	24.83
52	78.75	17	84.00
53	80.00	18	14.25
55	73.62	19	69.75
56	78.25	21	57.00
59	33.74	23	76.50
61	14.50	24	57.00
66	76.50	25	79.70
67	90.50	26	40.00
68	90.00	26	69.00
71	209.25	27	15.25
72	7.10	28	70.75
		30	76.50
		31	75.75

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 Forward . . . .4099.01



(Testimony of Nathaniel Green.)

F. D. NOWELL, RECEIVER.

B. B. M. AND M. Co.  
SEWARD G. M. CO.  
NOR. BELLE G. M. CO.

		Receipts.	Office. D. H. and Co.	
		Bro't for 'd	4099.01	
1898				
Oct.				
5	F. D. Nowell, Agt.....		63.00	C
	Reed. for Pow. Bill Niel Ward			
	.....	56.00		
	Reed. for Pow. sold at Powder			
	Tunnel, 9/28/98.....	77.00		
	Nowell G. M. Co.....		4.35	C
	Rec'd of N. Ward N. G. M. Co. bill			
	a/c.....			
10	F. D. Nowell, Agt.....		7.00	C
14	F. D. Nowell, Agt. Cash Sale at Pow-			
	der Tunnel, 1 ton caps 10/13/98..		1.25	R
	Sew. G. M. Co. Cash at B. B. Labor			
	Ticket		1046.00	C
	sent from B. B. 142 at 5.00.....	710.00		
	269 at 1.00.....	269.00		
	134 at .50.....	67.00		
	N. B. G. M. Co. Cash at B. B. Labor			
	Tickets sent from B. B.....	1579.26		C
	N. B. Tickets.....	872.50		
	B. B.....	706.76		
19	Nor. Belle Whf. a/c Dockage Str.			
	Detroit two trips.....		5.00	R
21	Str. Rustler, Rec'd of them.....		55.00	R
24	B. M. Behrends cks. drawn at B. B.....		1208.87	R
	No. 8	22.00	No. 60	39.75
	20	21.00	62	56.77
	22	73.25	63	58.20
	29	86.40	64	70.75
	32	75.75	65	61.60
	33	9.50	69	32.55
	35	41.00	70	35.75

(Testimony of Nathaniel Green.)

37	187.60	73	6.00
39	89.25		
40	36.75		
48	75.50		
54	100.00		
57	16.50		
58	13.00		

24	Boston Office, Dfts. drawn by W. E.			
	Nowell at B. B.....	939.88		R
	Dfts. 1 Oct. 1 Gus Ostrand.....	396.78		
	2 Oct. 1 Wm. Fugler.....	148.45		
	3 Oct. 1 Jas. Morrow.....	233.58		
	4 Oct. 1 Jas. Moyle.....	161.07		
24	Bullion a/c Brick No.— Wt. 140 oz. 8			
	Estimate Value.....	2300.00		
	F. D. Nowell, Personal a/c Amt. pd. C. S			
	Cotton a/c Rec. Labor July /98.....	25.00		R
	Ck. 130 73.70 136 50.00			
	131 50.25 137 25.00			
	132 56.67 138 8.69			
	1333 84.30 139 63.00			
	134 43.40 141 45.00			
	135 47.03 142 60.55			
	B. M. Behrends Bank, (above cks. drawn			
	on).....	652.96		R
		<u>11986.58</u>		

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
 SEWARD G. M. Co.  
 NORTHERN BELLE G. M. CO.  
 Office D. H. and Co.

Receipts Bro't For'd.....11986.58

1898

Oct.

25	B. M. Behrends, Bank, ck. 143	128.60....	546.16	R
		144	91.00	
		145	122.84	

(Testimony of Nathaniel Green.)

	146	55.00			
	147	75.80			
	148	72.92			
27	B. M. Behrends, Bank ck.	149	12.00....	57.25	R
		150	45.25		
26	Str. Rustler, Rec'd Cash.....		350.00		R
	Str. Rustler Rec'd Cash.....		24.70		R
	Concentrates a/c, 615 sax shipt to Tacoma				
	Sml. a/c, B. M. Behrends, Est. Val.....		1200.00		R
28	Nor. Belle Wharf a/c Landing Str. De-				
	troit....		2.50		R
28	Str. Rustler Rec'd Cash.....		70.00		R
	B. M. Behrends Bank, ck	151	19.00	394.81	
		152	55.75		
		153	32.12		
		154	40.50		
		155	121.49		
		156	125.95		
		157		38.75	R
	O/D B. H. and Co.....		363.36		
			<u>14670.75</u>	<u>363.36</u>	

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C. B. Page 65.

CASH ACCOUNT.

Disbursements.

					Office. D. H. and Co.
1898.			Balance O/D.....	361.96	
Oct.	Int., Dis. and Exch., D. H. and Co. Bk.				
	Statement 9/30098 Int. Aug. 70¢ Sept. 70¢.....		1.40		R
	Bullion a/c Over Est. Shipt. Sept. 18 Est.				
	Value.....		1000.00		
	Acct. Value.....		983.56	16.44	R
	Bullion a/c Treatment chgs. on bullion.....		4.68		R
	Bullion a/c Freight chgs. on bullion.....		7.00		R
	Concentrates a/c over est. Shipt. 8/18/98 Est.				
	Value.....		2200.00		
	Acct. Value.....		2190.00	10.00	R
			<u>218.12</u>		
	Concentrates a/c Treatment chgs.....		218.12		R
	Concentrates a/c Freight chgs.....		200.00		R

## (Testimony of Nathaniel Green.)

	Int., Dis. and Exch. Behrends Int. on O/D to Oct. 6/98.....	12.44	R
1.	Rec. Exp. B. B. M. ck. 121 J. J. Clarke Sept. Sal.....	100.00	R
3.	Rustler B. M. B. ck. 122 Ed. Thornton a/c wages.....	100.00	R
	N. B. Cash at B. B. ck. 123 T. J. Humphrey ord. W. E. N. 9/25/98.....	9.75	R
	Rustler ck. 124 W. Raymond a/c wages.....	60.00	R
	Rustler ck. 125 W. E. Brown a/c wages.....	21.00	
4.	Nowell G. M. Co. ck. 126 Simon Anderson Pay ck. 1461.....	80.70	
	1378.....	72.20	152.90
	N B. Cash at B. B. ck. 127 Mrs. J. P. Smith ord. W. E. N. 9/29/98.....	50.00	R
5.	N. B. Vehr. a/c ck. 126 D. H. and Co. S. F. Dft. of Cahn, Nickelsburg and Co. 8/15/98..	53.77	R
	N. B. Cash at B. B. Cks. on B. M. Behrends, Bank drawn at B. B. as per list on opposite page.....	2857.67	R
	Forward.....	4068.71	363.36

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C. B. Page 67.

## CASH ACCOUNT.

	Disbursements.	Office.	D. H. and Co.	
1898				
Oct.	Bro't for'd...	4068.71	363.36	
5	Pd. N. B. Vr. 145 E. Nielson 10/3/98.....	.85		R
14	Sew. G. M. Co. Ticket a/c cancelled.....	1046.00		C
	142 at 5.00.....	710.00		
	269 at 1.00.....	269.00		
	134 at .50.....	67.00		
	N. B. G. M. Co. Ticket a/c Tickets canc....	872.50		C
	B. B. M. and M. Co. Ticket a/c Tickets canc.	706.76		C
19	Engineering Exp. Fare T. H. George Str. Detroit 10/14/98.....	5.00		R
	Str. Rustler B. B. Frt. Str. Det. 10/13/98..	2.60		R
	Material and Supplu Wharfage chgs. Drt...	1.00		R
	Supplies for B. B. 10/13			
24	N. B. G. M. Co. Cash at B. B., cks. drawn on B. M. Behrends Bk., see list on op- posite page.....	1208.87		R

(Testimony of Nathaniel Green.)

24	N. B. G. M. Co. Cash at B. B. Dfts. Drawn on Boston office by W. E. Nowell. See opposite page.....	939.68	R
24	B. M. Behrends Bank Brick No. 140 oz. 8 dwt. Estimate value.....	2300.00	
	See Cart.		2371
	N. B. Recy. Labor a/c F. D. N. pd. C. S. Cotton. in July a/c Rec. Labor.....	25.00	R
24	N. B. Cash at B. B. ck. 130 H. Wing ord. W. E. N. 9/10/98.....	73.70	R
	N. B. Cash at B. B. ck. 131 Geo. Stephens ord. W. E. N. 10/21/98.....	50.25	R
	N. B. Cash at B. B. ck. 132 J. K. Norenberg ord. W. E. N. 10/22/98.....	56.67	R
	N. B. Cash at B. B. ck. 133 C. L. Witherbee ord. W. E. N. 10/20/98.....	84.30	R
	N. B. Vr. a/c ck. 134 V. 117 D. W. Walker.....	43.40	R
		10.50	
		133 13.85	
		159 19.05	
	Str. Rustler, ck. 135 D. W. Walker, Bill to Sept. 1/98.....	47.03	R
	W. E. Nowell ck. 136 W. E. N. Cash on a/c....	50.00	R
	Recv. Exp. ck. 137 J. H. Cobb a/c Salary.....	25.00	R
	N. B. Vve. a/c ck. 138 P. C. S. Co. V. 158....	8.69	R
	N. B. Cash at B. B. ck. 139 D. McLaughlin W. E. Ord. 10/1/98.....	63.00	R
	N. B. Cash at B. B. ck. 140 C. Williams, W. E. N. 10/21/98.....	45.37	R
	N. B. Cash at B. B. ck. 141 Tom Tansey, ord. W. E. N. 10/21/98.....	45.00	R
	Recv. Exp. ck. 142 ord. W. E. N. Board at Nev. Rest.....	60.55	R
	Forward	11830.13	363.36

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C. B. Page 69.

CASH ACCOUNT.

Disbursements.

Office. D. H. and Co.

1898			
Oct.	Bro't for'd....	11830.13	363.36
25	N. B. Cash at B. B. ck 143 Jas. Haley W. E. N... Ord.	33.85	R
	143 W. Donohue Ord....	45.50	
	143 Jno. Franz Ord....	49.25	R
	N. B. Cash at B. B. ck. 144 Geo Kyrage W. E. N. 9/29/98.....	91.00	R
	N. B. Sa. F. Office a/c ck. 145 Horn and Co....	33.12	R

(Testimony of Nathaniel Green.)

	N. B. Sa. F. Office a/e ck. 145 Horn and Co. .89.72	122.84	R
	N. B. N. B. Cash at B. B. ck. 146 Jas. McCloskey Letter W. E. N. 9/29/98.....	55.00	R
	N. B. Recv. Labor a/e ck. 149 Chas. Joki a/e Labor.....	75.80	R
	N. B. Vchr. a/e ck. 148 Jun. Iron Wks. V. 121..	49.22	
		14.50	
	N. B. Vchr. a/e ck. 148 Jun. Iron Wks. V. 130	32.57	
	N. B. Vchr. a/e ck. 148 Jun. Iron Wks. V. 150	2.15	
	Str. Rustler ck. 148 Jun. Iron Wks. Bill Sept/98....	23.70	R
27	N. B. Vr. a/e ck. 149 Mrs. L. Levy, V. 160.....	7.00	R
	B. B. M. and M. Co. Ticket a/e Mrs. L. Levy Ticket redeemed.....	5.00	C
	N. B. Cash at B B. Ck. 150 T. B. Smith, W. E. N. Ord. 10/21/98.....	45.25	R
26	F. D. Nowell, Personal, Cash to him.....	350.00	R
	N. B. Vr. a/e V. 116 C. W. Young.....	17.65	R
		149 C. W. Young.....	1.50
		157 C. W. Young.....	5.55
	B. M. Behrends, Bk. 615 sks. concentrates Shipt. to Tacoma Smelter Est. Val.....	1200.00	R
28	N. B. Cash at B. B. ck. 151 Chris Morris Tonie Stout.....	19.00	R
	N. B. Cash at B. B. ck. 152 N. J. Nelson.....	55.75	R
		Tonie Stout Bill.....52.00	
		Sept. Bill ..... 3.75	
	N. B. Cash at B. B. Ck. 153 C. T. Stevenson, Tonie Stout, October.....	32.18	R
	N. B. Cash at B. B. ck. 154 Ed King, Tonie Stout, October.....	40.50	R
	N. B. Cash at B. B. ck. 155 Decker Bros.....	121.49	R
		Ord. W. E. N. Cliff Cuff..... 45.00	
		Ord. W. E. N. J. Radogan.... 39.12	
		Ord. W. E. N. Fred Jensen.... 37.37	
	N. B. Cash at B. B. ck. 156 Jas. Lodge.....	125.95	R
		Tonie Stout, October left.....59.10	
		66.85	
29	N. B. Vr. a/e 156 Shuttuck and Co. V. 157....	38.75	R
31	N. B. Rec. Exp. N. Greene Oct. Salary.....	125.00	R
	N. B. Rec. Exp. J. J. Clarke Oct. Salary.....	100.00	R
		Balance Cash O/H..... 3.95	
		<hr/>	
		14670.75	363.36

(Testimony of Nathaniel Green.)

C. B. Page 70.

B. B. M. and M. Co

Nor. Belle G. M. Co.

Seward G. M. Co.

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F. D. NOWELL, RECEIVER,

Receipts.

		Office, D. H. and Co.	
1898	Balance cash on hand.....		3.95
Nov.			
1	B. M. Behrends, Bank ck.....158	100.00	702.40
			R
	159	60.00	
	160	60.00	
	161	116.00	
	162	125.70	
	163	116.25	
	164	124.45	
2	B. M. Behrends, Bank ck.....165	44.50	144.50
			R
	166	100.00	
3	B. M. Behrends, Bank ck.....167	67.50	396.25
			R
	168	20.00	
	169	54.25	
	170	200.00	
	171	54.50	
3	Str. Rustler Co. Rec'd from them N. B. Vr.....		50.00
	162 P. C. S. S. Co. Void		
	B. M. Behrends Bank ck.....172		50.11
			R
	173	111.12	
	174	138.75	
	175	159.00	
	176	22.98	
	177	201.50	
	178	50.75	
	179	32.25	
	180	31.25	
	181	61.25	
	182	148.47	
	183	139.22	
	184	67.75	
4		185	145.50
			1309.79
			R
5		186	127.75
		187	150.50
		188	125.75
		189	197.50
			601.50
			R

(Testimony of Nathaniel Green.)

8	Bullion a/c Brick No. Wt. 41 oz. 3/2 Dwt. turned over to B. M. Behrends Est.....	670.00	R	
8	B. M. Behrends Bank ck.....190	65.55	602.35	R
	191	119.75		
	192	160.25		
	193	137.00		
	194	50.00		
	195	50.00		
	Forward	<hr/> 4530.85		

3<sup>d</sup> C. B. Page 72.

F. D. NOWELL, Receiver, B. B. M. AND M. CO.  
NOR. BELLE G. M. CO.  
SEWARD G. M. CO.

Receipts. Office D. H. and Co.

1898

Nov.		Bro't for'd.....	4530.85	
9	B. M. Behrends Bank.....		2448.33	R
	Ck. 196	74.55		
	197	36.50		
	198	55.25		
	199	47.25		
	200	47.25		
	201	45.50		
	202	81.25		
	203	62.70		
	204	89.00		
	205	68.35		
	206	62.50		
	207	72.95		
	208	68.85		
	209	53.75		
	210	31.55		
	211	31.50		
	212	14.75		
	213	87.00		
	214	86.50		
	215	52.75		
	216	34.30		
	217	186.50		
	218	72.25		
	219	67.35		
	220	22.00		
	221	20.50		
	222	5.50		
	223	93.05		



(Testimony of Nathaniel Green.)

224	90.80
225	115.50
226	92.87
227	47.31
228	89.00
229	63.37
230	71.37
231	42.96
232	54.50
233	55.00
234	55.00

Forward.....6979.18

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C. B. Page 74.

F. D. NOWELL, Receiver,

B. B. M. AND M. CO.  
NOR. BELLE G. M. CO.  
SEWARD G. M. CO.

Receipts.

1898

			Office	D. H. and Co.	
Nov.		Bro't forward.....	6979.18		
9	B. M. Behrends Bank.....		802.77		R
	Ck. 235	66.70			
	236	96.50			
	237	70.25			
	238	48.50			
	239	104.00			
	240	37.75			
	241	39.00			
	242	6.00			
	243	29.25			
	244	6.30			
	245	4.50			
	246	10.00			
	247	177.90			
	248	95.00			
	249	11.12			
12	N. B. Cash at B. B., Cks. on B. M. Behrends returned.....		139.00		R
	Ck. 221 E. Vandal	20.50			
	213 P. Murray	87.00			
	211 B. Spuhler	31.50			
	B. M. Behrends Bank, over estimate on con- centrates shipped Oct. 26.....		298.08		R
	Estimate.....	1200.00			
	Returns.....	901.92			
	B. M. Behrends Bank		134.90		R

## (Testimony of Nathaniel Green.)

	Ck. 250	40.40		
	251	94.50		
14	252		21.32	R
16	253	75.00		
	254	184.25		
	255	28.25	287.50	R
17	256	52.60	377.70	R
	257	107.10		
	258	20.00		
	259	84.25		
	260	7.00		
	261	106.75		
18	262	52.75	418.32	R
	263	101.25		
	264	86.60		
	265	68.35		
	266	109.37		

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 9458.77

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C. B. Page 76.

F. D. NOWELL, Receiver,

 B. B. M. AND M. CO.  
 NOR. BELLE G. M. CO.  
 SEWARD G. M. CO.

## Receipts.

		Office	D. H. and Co.	
1898				
Nov.		Bro't for'd.....	9458.77	
18	B. M. Behrends Bank ck.	267 24.05	99.55	
		268 75.50		
		269	44.00	R
21	“ “	Postage on brick No. 670	.56	R
	“ “	Fr't. Chgs. on Brick No. 2300	13.90	R
	“ “	Int. on O/D to Nov. 21/98	56.86	R
	“ “	Over Est. on Bullion Shpd.		
		10/24.....	33.55	R
		Estimate 2300.00		
		Returned 2266.45		
22	N. B. Whfg. a/c Dockage Str. Det. 11/16/98		2.50	
23	Str. Rustler, Recd. of them.....		100.00	R
	N. B. Ins. a/c \$51500 ins. on B. B. property			
	cancelled Nov. 20 Ret. Prem.....		437.74	R
	Receiver's Cert. a/c Certif. No. 1 issued to			
	J. F. Malony and B. M. Behrends.....		10000.00	R
23	B. M. Behrends Bank ck.	270 100.00	818.66	R
		271 150.00		
		272 26.00		
		273 295.35		
		274 233.60		
		275 13.71		

(Testimony of Nathaniel Green.)

23	N. B. Nowell Bros. No. 2000 Ins. on stock in store cancelled Nov. 20/98.....	17.00		R
25	F. D. Nowell, Personal Cash for him to pay C. E. Whitney and Co. Draft.....	564.27		R
25	B. M. Behrends Bk. ck. 276	20.00	490.00	R
	277	6.50		
	278	7.50		
	279	188.50		
	280	250.00		
	281	17.50		
	282	30.75	198.50	R
	283	12.25		
	284	155.50		
28	285	44.00	1294.50	R
	286	41.00		
	287	6.50		
	288	144.75		
	289	51.00		
	290	98.70		
	291	25.75		
	292	10.00		
	293	500.00		
	294	47.00		
	295	52.15		
	296	77.65		
	297	159.00		
	298	37.00		
			<u>23630.36</u>	

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G. B. Page 78.

F. D. NOWELL, Receiver,

B. B. M. AND M. CO.  
NOR. BELLE G. M. CO.  
SEWARD G. M. CO.

Receipts.

Office D. H. and Co.

1898				
Nov.	Bro't for'd.....	23630.36		
28	N. B. Cash a/c at B. B. Ck. 234 J. W. Garvin returned from B. B. not used.....	55.00		R
	Am. G. M. Co., Cash from them.....	55.50		R
29	B. M. Behrends Bk. ck. 299	41.35	76.35	R
	300	7.00		
	300	28.00		
	O/D D. H. and Co.		363.36	
			<u>23817.21</u>	363.36

## (Testimony of Nathaniel Green.)

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C. B. Page 71.

## CASH ACCOUNT.

## Disbursements.

1898				Office	D. H. and Co.	
Nov.		O/D				363.36
1	Str. Rustler..Ck. 158	Axel Fast.....	100.00			R
	Str. Rustler..Ck. 159	W. E. Brown.....	60.00			R
	Str. Rustler..Ck. 160	W. Raymond.....	60.00			R
	N. B. Cash at B.					
	B..... 161	C. Bjorklund				R
		Sept. 60.75..	116.00			R
		Oct. 55.25				R
	N. B. Cash at B.					
	B..... 162	J. 'Omally				
		Oct. 55.95 T. S.	125.70			R
		Sept. 69.75				R
	N. B. Cash at B.					
	B..... 163	M. Kelly				
		Sept. 49.00 T. S.				R
		Oct. 67.25	116.25			R
	N. B. Cash at B.					
	B..... 164	J. Sweeney				
		Sept. 57.70 T. S.				R
		Oct. 66.75	124.45			R
2	N. B. Vr. a/e... 165	A. T. G. M. Co				
		Vr. 135	44.50			R
	Rustler ..... 166	Ed Thornton.....	100.00			R
3	N. B. Cash at B.					
	B..... 167	M. Taford				
		Sept. 18.10				
		Oct. 49.50 T. S.	67.50			R
	N. B. Cash at B.					
	B..... 168	F. Brewer, T. H. George				
		10/31/98.....	20.00			R
	N. B. Cash at B.					
	B..... 169	F. P. Boylan.				
		Oct. T. S.	54.25			R
	N. B. Cash at B.					
	B..... 170	D. W. Starrett, Letter				
		D. W. S.....	200.00			R
	N. B. Cash at B.					
	B..... 171	P. O'Hara T. S				
		Oct.	54.50			R
	N. B. Cash Vr.	P. C. S. S. Co				
	a/e ..... 172	Vr. 161	50.11			R
	N. B. Cash Vr.	P. C. S. S. Co				
	a/e ..... 172	Vr. 162	1.21			R

(Testimony of Nathaniel Green.)

4	N. B. Cash at B.						
	B. ....	173	Anthony Fitch T. S. .				
			Sept. 41.75				R
			Oct. 69.37	111.12			R
4	N. B. Cash at B.						
	B. ....	174	P. Campbell T. S				
			Sept. 74.00				R
			Oct. 64.75	138.75			R
	N. B. Cash at B.						
	B. ....	175	Tom Fleming T. S.				
			Sept. 79.00	159.00			R
			Oct. 80.00				R
	N. B. Cash at B.						
	B. ....	176	M. Brown, N. B				
			Oct. 20.11				R
			.Sept., Oct. 2.87	22.98			R
	N. B. Cash at B.						
	B. ....	177	W. J. McLaughlin				
			Sept. 102.75				R
			Oct. 98.75	201.50			R
	N. B. Cash at B.						
	B. ....	178	L. McElrath				
			Oct. T. S.	50.75			R
	N. B. Cash at B.						
	B. ....	179	J. W. Davies				
			.Oct. T. S.	32.25			R
	N. B. Cash at B.						
	B. ....	180	R. Sojerson				
			Oct. T. S.	31.25			R
	N. B. Cash at B.						
	B. ....	181	A. Pritchard				
			Oct. T. S.	61.25			R
	N. B. Cash at B.						
	B. ....	182	J. F. Fleming				
			Sept. 75.27				R
		182	J. F. Fleming				
			Oct. 73.20	148.47			R
	N. B. Cash at B.						
	B. ....	183	O. Kirk,				
			Sept. 70.47				R
			Oct. 67.75				R
			.Nov. 1.00	139.22			R
	N. B. Cash at B.						
	B. ....	184	P. F. Shannon				
			Oct.	67.75			R
	N. B. Cash at B.						
	B. ....	185	John Eby				
			Sept. 74.00				R
			Oct. 71.50	145.50			R

(Testimony of Nathaniel Green.)

5	N. B. Cash at B.					
	B.....	186	L. McCormick			
				Sept. 51.25		R
			No. 1	Oct. 76.50	127.75	R
	N. B. Cash at B.					
	B.....	187	Dan Sullivan.			
				Sept. 74.00		R
				Oct. 76.50	150.50	R
	N. B. Cash at B.					
	B.....	188	J. W. McDonald			
				Sept. 51.25	125.75	R
	N. B. Cash at B.					
	B.....	189	John McLaughlin			
				Sept.	197.50	R
8	B. M. Behrends					
	Bank Brick No.		— Wt. 41oz3—1/2dw.t.		670.00	R
	Est. Value					
			Forward		3875.76	363.36

C. B. Page 71 continued.

Disbursements.

1898					Office D. H. and Co.	
	Nov.		Bro't for'd		3875.76	363.36
8	N. B. Cash at B.					
	B.....	190	C. L. Wetherbee T. S			
				Oct.	65.35	R
	N. B. Cash at B.					
	B.....	191	J. W. Givens ord. J. N.			
			Henderson .....		119.75	
				Sept. 56.75		
				Oct. 13.00		
				50.00		
	N. B. Reev. Cash		..			
	Labor a/c ek..	192	a/c ek. 192 C. S. Cotton...		180.25	R
	N. B. Cash at B.					
	B.....	193	C. S. Cotton			
				Sept. 69.70.		
				Oct. 67.30	137.00	R
	B. B. Labor a/c					
	ek.....	194	C. S. Cotton for Wm.			
			Fugler .....		50.00	C
	N. B. W. S. Now-					
	ell ek.....	195	sent W. E. N. at Seattle..		50.00	R

(Testimony of Nathaniel Green.)

C. B. Page 73.

9	N. B. Cash at B.			
	B. ck.....	196	D. McCartney.....	74.55 R
		197	C. Munday.....	36.50 R
		198	C. Finnegan.....	55.25 R
		199	Wm. Dalton.....	47.25 R
		200	J. Green.....	47.25 R
		201	D. Evans.....	45.50 R
		202	R. Hodge.....	81.25 R
		203	D. Dunn.....	62.70 R
		204	J. Anderson.....	89.00 R
		205	C. Moore.....	68.35 R
		206	D. Moore.....	62.50 R
		207	J. M. Smith.....	72.75 R
		208	J. R. Smith.....	68.55 R
		209	J. McGraw.....	53.75 R
		210	J. East.....	31.55 R
		211	B. Spuhler.....	31.50 R
		212	L. Tystad.....	14.75 R
		213	P. Murray.....	87.00 R
		214	T. Burke.....	86.50 R
		215	J. Atplaulp.....	52.75 R
		216	C. F. Lukens.....	34.30 R
		217	W. J. Officer.....	186.50 R
		218	Jas. Monagle.....	72.25 R

## (Testimony of Nathaniel Green.)

	219	Mike Crenan.....	67.35	R
	220	J. Harvey.....	22.00	R
	221	E. Vandal.....	20.50	R
	222	Gus Winkler.....	5.50	R
	223	John Moyle.....	93.05	R
	224	Gus Ostrand.....	90.80	R
	225	Jno. Morrow.....	115.50	R
	226	W. Fugler.....	92.87	R
	227	Walter Burch.....	47.31	R
	228	J. Balkwell.....	89.00	R
	229	Joe Bound.....	63.37	R
	230	E. Cunningham.....	71.37	R
	231	V. McFarland.....	42.96	R
	232	J. W. Hendricks.....	54.50	R
	233	F. A. McGrath.....	55.00	R
Ck. ret. Page 78.	234	J. W. Gurvin.....	55.00	R
			<hr/>	
			6926.44	363.36

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C. B. Page 75.

## CASH ACCOUNT.

## Disbursements.

Office D. H. and Co.

Bro't for'd 6926.44 363.36

1898

Nov.

9 N. B. Cash at B.

B. ck.....	235	Al Dart.....	66.70	R
	236	E. E. Noble.....	96.50	R
	237	W. G. Colley.....	70.25	R



(Testimony of Nathaniel Green.)

	238	Thie Holly.....	48.50	R
	239	W. Wattyna.....	104.00	R
	240	Frank Breen.....	37.75	R
	241	Mrs. J. Balkwell.....	39.00	R
	242	Wm. Keeler.....	6.00	R
	243	Ira Lee.....	29.25	R
	244	Jno. Fairfield.....	6.30	R
	245	Martin Manson.....	4.50	R
	246	Henry Lodge.....	10.00	R
	247	P. S. Murray.....	177.90	R
		Sept. 87.00		
		Oct. 88.90		
		Nov. 2.00		
<hr/>				
		N. B. Cash at B.		
		B. ck.....	248	
		S. B. Spuhler.....	95.00	R
		Sept. 31.50		
		Oct. 51.00		
		Nov. 12.50		
		N. B. Cash at B.		
		B. ck.....	249	
		G. Hoffman.....	11.12	R
		Oct. 1.50		
		Nov. 9.62		
12		B. M. Behrends Bk. Cks. ret. cancelled.....	139.00	R
		fro. B. B. C. K. 211 B. Spuhler.....	31.50	R
		213 P. Murray.....	87.00	
		221 E. Vandal.....	20.50	
		Concentrates a/c Shipt. Oct. 26 Est.....	1200	
		Act. Value.....	1122.87	77.13
		Concentrates a/c Treatment chgs. on same.....	130.95	R
		Concentrates a/c Freight-chgs. on same.....	90.00	R
		N. B. Cash at B.		
		B. ck.....	250	
		T. B. Geddes, Oct. TS....	40.40	R
		N. B. Cash at B.		
		B. ck.....	251	
		E. Vandall, TS.....	94.50	R
		Sept. 20.50		
		Oct. 72.50		
		Nov. 1.50		
<hr/>				

## (Testimony of Nathaniel Green.)

14	N. B. Vehr. a/c ck.....	252	P. C. S. S. Co. V. 180....	21.32	R
16	Rec. Exp. ck.... N. B. Cash at B. B.....	253 254	N. Greene a/c Sal..... A. J. Boome.....	75.00 184.25	R R
		255	C. Schmidt .....	28.25	T
		256	Wm. Keeler .....	52.60	R
		257	Wm. Wattyna.....	107.10	R
		258	Mike McGilvary .....	20.00	R
		259	Jno East .....	84.25	R
		260	J. Caponet.....	7.00	R
		261	Jas. Grilen.....	106.75	R
		262	S. McCam.....	52.75	R
		263	Jas. Monagle.....	101.25	R
		264	F. A. McGrade.....	86.60	R
		265	Mike Careman.....	68.35	R
		266	Dan Evans.....	109.37	R
			Forward	9406.03	363.36

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C. B. Page 77.

## CASH ACCOUNT.

## Disbursements.

Office D. H. and Co.

Bro't forward.... 9406.83 363.36

1898  
Nov.

18	N. B. Cash at B. B. Ck. 267	A1. Dart.....	24.05	R
	N. B. Cash at B. B. Ck. 268	B. M. B. for H. S. Lake .....	75.50	R
	N. B. Recv. Exp. B. B. 269	Olds and Orton for board of R. Warden.....	44.00	R
	Bullion a/c B. B. Postage on Brick No. 670	shipped Nov. 8.....	.56	R
	Bullion a/c Frt. chgs. on Brick No. 2300	shipped Nov. 21/98 .....	13.90	R

(Testimony of Nathaniel Green.)

	Bullion a/c, Treatment chgs. on same.....	9.68	R
	Estimate 2300, Act V, 2276.13.....		See
	Over est. on same.....	23.87	Cer. 2371
22	B. M. Behrends Bk. Deposit Net Cert 1.....	8750.00	R
	Int. Dis. and Exch. Cert. No. 1 sold for 90 per cent Am. Cert.....	10000	
	Sold for .....	9000 1000.00	R
	Int. Dis. and Exch. 3 mos. Int. on Cert. No. 1 \$10000 at 10 per cent. per Annum.....	250.00	R
23	B. M. Behrends Bank Dep. Shattuck and Co. Ck. for ret. premium.....	454.74	R
	N. B. Cash at B. B. Ck. 270 Dr. C. E. Hoyer....	100.00	R
	N. B. Rec. Exp. Ck. 271 J. H. Cobb on a/e....	150.00	R
	Gen'l Office Exp. Ck. 272 Alaska Drug Co. bill 2/25/98 .....	26.00	R
24	N. B. S. F. Office Ck. 273 C. W. Whitney and Co.....	294.60	R
	N. B. Int. Dis. and Exch. ch. 273, Whitney Dft. Exc.....	.75	R
	N. B. S. F. Office ck. 274 Haas Bros.....	233.00	R
	Int. Dis. and Exch. ck. 274 Haas Bros. Dft. Exc.	.60	R
	Int. Vehr. a/e ck. 275 Pac. C. S. S. Co. V 181..	13.71	R
25	S. F. Office a/c Pd. C. E. Whitney and Co. Dft..	564.27	R
	S. F. Cash at B. B. ck. 276 N. Greene for W. Burch ord. 11/5/98 .....	20.00	R
	S. F. Vehr. a/e ck. 277 H. F. Lewis, N. B. V. 174	6.50	R
	Rec. Exp. ck. 278 H. S. Crocker and Co. Recv. Certificate .....	7.50	R
	Rec N. B. Cash at B. B. ck. 279, J. McLaughlin, Oct. TS .....	188.50	R
	T. H. George, ck. 280 B. M. B. a/e T. H. George	250.00	R
	N. B. Vehr. a/e 280 Shattuck and Co. V171....	17.50	R
26	Cash at B. B. 282 M. Cregan Nov. T. S.....	30.75	R
	Cash at B. B. 283 A. Lake, Oct. and Nov.....	12.25	R
	Cash at B. B. 284 Dan Dunn, Oct. and Nov.....	155.50	R
28	Cash at B. B. 285 Sam Thorson, Nov. TS.....	41.00	R
	Cash at B. B. 286 T. Thorson.....	41.00	R
	Cash at B. B. 287 T. Thorson Oct. T. S.....	6.50	R
	Cash at B. B. 288 Wm. Dalton, Oct. and Nov...	144.75	R
	Cash at B. B. 289 P. A. Hagburg Oct. and Nov..	51.00	R
	Cash at B. B. 290 P. Holly for F. S. Mogart, ord. 9/13/98 .....	98.70	R
	Forward.....	22509.71	363.36

## (Testimony of Nathaniel Green.)

## CASH ACCOUNT.

## Disbursements.

1898.		Office.	363.36	
Nov.	Bro't forward.....	22509.71	363.36	
28	N. B. Cash at B. B. ck. 291 Jno. Sweeney, Nov.			
	T. S.....	25.75		R
	N. B. Nowell Bros. 292 M. McBuney Post St....	10.00		R
	B. B. Labor a/c 293 Jno. Morrow Bal. a/c....	208.30		C
	N. B. Rec. Labor a/c 293 Jno. Morrow Bal. a/c	231.78		R
	N. B. Labor a/c 293 Jno. Morrow on a/e.....	59.92		C
	N. B. Cash at B. B. 294 C. Carlson Oct. and Nov.	47.00		R
	N. B. Cash at B. B. 295 A. J. Hutchinson, Nov..	52.15		R
	N. B. Cash at B. B. 296 J. S. Lardlow, Oct. and Nov. ....	77.65		R
	N. B. Cash at B. B. 297 1st Bank a/c Henry Ledger TS. ....	159.00		R
	298 a/c W. Curtner ....	37.00		R
	B. M. Behrends Bk. ck. 234 J. W. Garvin ret. from B. B. not used .....	55.00		R
	N. B. Cash at B. B. order T. H. G. favor E. Cunningham .....	50.00		R
	N. B. W. E. Nowell, Bill of E. Casebolt 10/12/98	2.50		R
	F. D. Nowell, Bill of E. Casebolt 10/12/98.....	3.00		R
29	N. B. Vr. a/c ck. 299 Alaska Steam Laundry..	17.85		R
	N. B. W. E. Nowell, ck. 299 Alaska Steam Laundry V. 172 .....	3.05		R
	N. B. T. S. Nowell, ck. 299 Alaska Steam Laundry V. 172 .....	3.55		R
	N. B. F. D. Nowell, ck. 299 Alaska Steam....	16.90		R
	Rec. Exp. ck. 301 Jun. F. and N. Co., W. E. N. bill .....	7.00		R
30	Vr. a/c ck. 301 J. G. Peterson V. 173.....	23.00		R
	B. B. Pay cks. a/c J. G. Peterson P. C. 1941..	5.00		C
	N. B. Rec. Exp. a/c Sal. N. Greene, Nov.....	50.00		R
	N. B. Rec. Exp. a/c Sal. J. J. Clarke, Nov.....	100.00		R
21	Int. Dis. and Exch. Int. on O/D B. M. M. Bk. to Nov. 21 .....	56.86		
	Balance Cash on hand .....	5.24		
		<u>23817.21</u>	<u>363.36</u>	

(Testimony of Nathaniel Green.)

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C. B. Page 80.

F. D. NOWELL, RECEIVER,

B. B. M. AND M. CO.

NOR. BELLE G. M. CO.

SEWARD G. M. CO.

Receipts.

Office. D. H. and Co.

1898.

Dec.

1	Balance Cash on hand .....	5.24	
2	Rustler Cash from them .....	50.00	R
6	N. B. Cash at B. B. Ck. from Mellen M. and M. Co. on a/c .....	1800.00	R
8	Str. Rustler Cash from them .....	20.00	R
2	B. M. Behrends Bk.....ck. 302	60.62	81.92
	303	21.30	
	304	31.75	321.30
	305	71.75	
	306	79.80	
	307	58.00	
	308	60.00	
		<hr/>	
6	310	121.75	127.70
7	311	6.45	
7	312		50.00
	B. M. Behrends Over Est. Bullion shipped Nov. 8 .....	48.09	R
	Est....	670.00	
	Net. Ret....	621.01	
	B. M. Behrends Int. on O/D Exchange.....	14.81	R
13	N. B. Cash at B. B. Ck. Geo. Bach for wire cable .....	60.00	R
	ck. 236 E. E. Noble Ret..	96.50	R
	Bullion a/e (Sew. G. M. Co.) Bric No. — wt. 76.9 oz. Est. ....	1260.00	R
	Nowell G. M. Co., Cash from them.....	5.50	C
	B. M. B. Ck. 313	21.62	1369.15
	314	96.75	
	315	155.20	
	316	59.60	
	317	33.50	
	318	137.00	
	319	174.80	
	320	46.49	
	321	94.65	
	322	175.00	
	323	128.75	
	324	97.89	
	325	147.90	

Forward.....5310.21

## (Testimony of Nathaniel Green.)

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C. B. Page 82.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
NOR. BELLE G. M. CO.  
SEWARD G. M. CO.

## Receipts.

1898.		Office D. H. and Co.		
Dec.				
	Bro't for'd .....		5310.21	R
13	B. M. Behrends, Bank .....		185.70	R
	Ck. ....	326	135.70	
		327	50.00	
		328	90.07	
		329	79.30	212.72
		330	43.35	R
24	Str. Rustler Cash from them		20.72	R
	N. B. Cash at B. B. N. B. M.			
	and M. Co. paid on a/c.....		700.00	R
	B. M. Behrends Ck.....	331	34.05	
		332	156.60	
		333	91.75	281.38
27	B. M. Behrends.....	334	95.75	1956.91
		335	195.37	
		336	88.95	
		337	75.15	
		338	89.75	
		339	16.40	
		340	60.60	
		341	47.75	
		342	6.50	
		343	68.50	
		344	45.50	
		345	47.00	
		346	6.50	
		347	161.75	
		348	91.10	
		349	88.59	
		350	84.24	
		351	68.75	
		352	85.50	
		353	39.00	
		354	24.40	
		355	3.00	
		356	54.00	
		326	24.00	
		357	83.20	
		358	242.65	
		359	87.21	

(Testimony of Nathaniel Green.)

27	B. M. Behrends Ck. Int. on No. 5000 ck on D. H. and Co. ....	55.00	R
	held at Seattle 8/13/ to 9/16		
	Frt. on No. 1260 brick to Seattle.....	8.05	R
	B. H. Behrends Ck. Int. on O/D to Dec. 27..	11.04	R
	B. M. Behrends Ck Treatment chgs on No. 1260 Brk.....	5.70	R
	B. M. Behrends Ck. Decrease in Val. Est. 1260.00.....		
	Act. Val. 1206.94.....	53.06	R
	Str. Rustler Cash from them.....	90.00	R
	F. D. Nowell Cash from him.....	80.00	R
		<hr/>	<hr/>
	C. B. Page 84		
	Balance O/d D. H. and Co. Bank.....	363.36	
		<hr/>	<hr/>
		8969.77	363.36
		<hr/>	<hr/>

41 C. B. Page 81.

CASH ACCOUNT.

Disbursements.

1898			Office D. H. and Co.
Dec. 1			
	Balance O/D D. H. and Co. Bk.	363.36	
2	N. B. Rec. Exp. N. Greene a/c Sal.....	50.00	R
6	B. M. Behrends Bk. Ck MM. and M. Co. Dep. ....	1800.00	R
8	N. B. Rec. Exp. N. Greene a/c Sal.....	20.00	R
2	N. B. Vr. a/c Ck. 302 Juneau Iron Wks. V177.....	29.22	R
	N. B. Rustler a/c 302 Juneau Iron Wks. Rustler bill 11/1/98.....	31.40	R
2	B. B. Order a/c 303 R. P. Nelson.....	21.30	C
	Ord. C. E. Chamberlain..	.9.15	
	Ord. C. E. Chamberlain..	.9.15	
	Joe Cramer.....	12.15	
3	N. B. Cash at B. B. ck. 304 E. Scott Nov. TS.	51.75	R
3	N. B. Cash B. B. 305 A. Larson Oct. T. S. 10.00	71.75	R
	Nov. ....	61.75	
		<hr/>	
3	N. B. Cash B. B. ck. 306 G. Winckler Oct.	79.80	R
	Oct. TS..	12.15	
	Nov....	67.75	
		<hr/>	

## (Testimony of Nathaniel Green.)

3	N. B. Rustler a/c 307 H. C. Sanford			
		Nov. Salary..	58.00	R
3	N. B. Rustler a/c 308 W. E. Brown.....			
		Nov. Salary...	60.00	R
6	N. B. Cash at B. B. 310 H. Marrel.....			
		Oct. T. S. 44..	121.25	R
		Nov. 77.25....		
6	N. B. Vr. a/c B. B. 311 P. C. S. Co. Vr. 192		6.45	R
7	Rec. Exp. 312 N. Greene a/c Salary.....		50.00	R
	Bullion a/c Over Est. Shipt. Nov. 8th.....		44.60	R
		Est. 670.00		
		Ret act. val. 625.40		
	Bullion Treatment chgs. on same.....		3.49	R
	Int. Dis. and Exch. Rev. Stamps Recv. Cert			
		2.00		
	Int. Dis. and Exch. Eneg. Dfts... 7.50....		14.81	R
		750.00 .75		R
	Int. Dis. and Exch. Int. on O/D to..		12.06	
		Cec. 8		
13	B. M. Behrends, Bk.,			
	ck. .... 236	E. E. Noble Canc.	96.50	R
	B. M. Behrends,	G. L. Bach, Dep..	60.00	R
	B. M. Behrends,			
	Brick No..... —	Wt. 76-9 oz.		
	Estimated Value.....		1260.00	R
	N. B. Cash at B. B.			
	ck. .... 113	J. H. Walrath...	21.62	R
	N. B. Cash at B. B.			
	ck. .... 314	Geo. Penz..	96.75	R
	N. B. Cash at B. B.			
	ck. .... 315	C. Finnegan ....	155.20	R
		316 S. N. Harvey....	59.60	R
		317 A. N. Geddes ...	33.50	R
		318 Gus Anderson ...	137.00	R
		319 W. G. Colley ....	159.80	R
		319 W. G. Colley, a/e		
		ord.		
		F. Brewer .....	15.00	R
	320 Wm. M. Lukens.		46.49	
	321 Fred Carlson ....		94.65	R
	322 Robt. Hodge ....		175.00	R
	323 P. McGonigle ...		128.75	R
	324 M. Sweeney ....		97.89	R
	325 D. McCartney ...		147.90	R

363.36 R

Forward .. ...5299.47



(Testimony of Nathaniel Green.)

CASH ACCOUNT.

Disbursements.

Office D. H. and Co.

1898.

Dec.

	Bro't for'd .....	5299.47	363.36	R
13	N. B. Cash at B. B. ck. 326 Ira Lee .....	155.70		R
	N. B. Cash at B. B. ck. 327 Ord. Harry Bishop.	50.00		R
14	328 Joe Bound .....	90.07		R
	Rec. Labor .....329 Joe Bound.....	79.30		R
15	N. B. Cash at B. B. ..330 Harry Bishop.....	43.35		R
24	B. M. Behrends Bank Dep., M. M. and M. Co. Ck.	700.00		R
	N. B. Cash at B. B....331 Martin Menson....	34.05		R
	332 L. Tystad .....	155.60		R
	333 C. F. Lukens .....	91.73		R
27	334 J. McGraw .. ....	95.75		R
	335 J. M. Smith .....	195.37		R
	336 D. W. Wilkinson..	88.75		R
	337 J. R. Smith .....	75.15		R
	338 Y. Burke .....	89.75		R
	339 Mrs. W. J. Officer..	16.40		R
	340 J. Munday .... ..	60.60		R
	341 Mike Dunn ... ..	47.75		R
	342 J. H. Hatfield ....	6.50		R
	343 Chas. Moore .....	68.50		R
	344 D. Moore .....	45.50		R
	345 Gust Lindr .....	47.00		R
	346 Chas. Saralson ....	6.50		R
	347 W. J. Officer .....	161.75		R
	348 J. H. Moyle .....	91.10		R
	349 John Morrow .....	88.59		R
	350 Gus Ostrand .....	34.24		R
	351 W. Fugler .....	68.75		R
	352 J. Balkwell .....	85.50		R
	353 Mrs. J. Balkwell...	39.00		R
	354 E. C. Cunningham.	24.40		R
	355 J. W. Hendricks ..	3.00		R
	356 Frank Brewer ....	54.00		R

(Testimony of Nathaniel Green.)

	357 E. E. Noble .....	83.20	R
	358 J. King .....	242.65	R
	359 Mrs. W. M. Burch..	87.21	R
27	Int. Dis. and Exchge. B. M. Behrends Int. on O/D to Dec. 27 .....	11.04	R
	Int. Dis. and Exchge. B. M. Behrends Int. on 2000, 8/13 to 9/16 .....	55.00	R
30	Sew. Bullion a/e, B. M. B. Pd. frt. on \$1260 Bk.	8.05	R
	Treatment charges on brick .....	5.70	R
	Decrease Est. ....	1260.00	R
	Actual Value .....	1206.94	R
	Forward .....	8769.03	363.36

CASH ACCOUNT.

Disbursements.

1898			Office D. H. and Co.
Dec.			
	Bro't forward .....	8769.03	363.36
30	Rec. Exp. S. Greene Bal. Dec. Sal.....	55.00	R
	J. J. Clarke, Dec. Sal. ....	100.00	R
	N. B. Cash at B. B. Pd. for F. A. Richardson		
	July .....	14.48	R
	N. B. Vr. a/e Pd. N. B. V. 194 H. F. Lewis....	1.50	
	Balance cash in office.....	29.75	
		8969.77	363.36

F. D. NOWELL, RECEIVER.

R. B. M. AND M. CO.  
N. B. G. M. CO.  
SEW. G. M. CO.

Receipts.

1899.			
Jan.			Office. D. H. and Co.
1	Balance Cash in Office....	29.76	
4	B. B. M. and Co. Recd. of F. Bach on a/e .....	505.75	R R

(Testimony of Nathaniel Green.)

1	B. M. Behrends.....		224.95		R
		Ck. 360	99.95		
		361	50.00		
		362	75.00		
3	B. M. Behrends	363	55.25	349.55	R
		364	13.95		
		365	122.00		
		366	16.05		
4	B. M. Behrends	367	142.30		
		368		12.25	R R
		369		128.75	R R
		370		156.25	R
7	Bullion a/c Bar 97½ oz. ½ dwt. Est. V.			1580.00	R
9	B. M. Behrends			987.12	R
		Ck 371	21.95		
		372	134.25		
		373	81.15		
		374	140.62		
		375	2.50		
		376	142.00		
		377	26.50		
		378	77.40		
		379	77.40		
		380	63.85		
		381	100.00		
		382	100.00		
		383	19.50		
				<hr/>	
				3974.38	
10					
		C. B. Page 88.			
10	B. M. Behrends	Ck.		183.95	R
		384			
		385	61.50	510.11	R
		386	41.59		
		387	75.00		
		388	289.62		
		389	42.40		
				<hr/>	
12	American Gold M. Co.			247.85	R
	Recd. of them	213.85			
		34.00			
				<hr/>	
13	B. M. Behrends Ck. 390			11.83	R
				<hr/>	
	Forward			4928.12	

(Testimony of Nathaniel Green.)

Continued.

F. D. NOWELL, RECEIVER.

R. B. M. AND M. CO.

N. B. G. M. CO.

SEW. G. M. CO.

Receipts.

1898.

Jan.		Office.	D. H. and Co.
	Bro't for'd	4928.12	
16	American G. M. Co., Reed. of them.....	20.00	R
18	B. M. Behrends Int. on O. D. to Jan. 19/98.	2.30	R
19	B. M. Behrends Ck. 392	75.50	596.21 R
	393	6.30	
	394	49.04	
	395	50.00	
	396	256.17	
	397	157.20	
		<hr/>	
		5546.63	

C. B. Page 90.

30	Concentrates		486.79 R
	Ret. 541 Sax Shipt 1/18/98		
	B. M. Behrends Bk. Shipt. Jan. 7.....	48.40	R
	Est. 1580.00		
	Act. V. 1531.60		
	Treatment charges shipt. Jan. 7....	6.95	R
		<hr/>	
		5601.98	486.79

Cash Book. Page 87.

CASH ACCOUNT.

Disbursements.

1899.

Jan. 1	Balance O/D D. H. and Co. Bank	353.36	
1	N. B. Vr. 195 P. CC. SS. CCo.....	1.26	R
1	B. B. Vr. 213 E. H. Sherman.....	4.00	C
	N. B. Vr. 188 Shattuck and Co.....	2.51	R

(Testimony of Nathaniel Green.)

4	B. M. Behrends Bank, Dep.....	505.75	R
1	Vehr. a/c Ck. 360 N. B. V. 190 Jun. Iron Wks...	59.05	R
	Str. Rustler ck. 360 Bill 12/1/98 Iron Wks....	40.90	R
	Recv. Ex. ck. 361 J. H. Cobb Rec. Atty.....	50.00	R
	N. B. Cash at B. B. ck. 362 11/26 for \$136.70		
	Part ord. D. W. Starrtat.....	75.00	R
3	Vehr. a/c ck. 363 D. W. Walker N. B. Vehr.....	29.25	R
	V. 175.....	5.00	
	V. 184 .....	24.25	
	Str. Rustler ck. 363 D. W. Walker, bill, Sept. and		
	Oct. 1898 .....	26.00	R
	Vehr. a/c ck. 364 D. W. Walker, N. B. V. 48.....	7.20	C
	Str. Rustler, 364 D. W. Walker, Bill Nov. /98...	6.75	R
	N. B. Cash at B. B.....	122.00	R
	N. B. Ck. 365 J. Applaulp, Oct. Sew Time		
	58.00		
	Nov. 33.00		
	Dec. 31.00		
	<hr/>		
	W. E. Nowell Ck., 366 Kaufman Bros. Pers. Bill.	13.90	R
	F. D. Nowell Ck., 366 Kaufman Bros. Pers. Bill.	2.15	R
3	N. B. Cash at B. B.....	142.30	R
	Ck. 367, Ord. J. M. Davies, 1/1/99.....	93.35	
	Ord. J. M. Davies, 1/1/99... ..	93.35	
	<hr/>		
4	N. B. Cash at B. B.....	12.25	R
	Ck. 368, Oct. Ophir Time Paul Smith... ..	8.00	
	Nov. Ophir Time Paul Smith... ..	4.25	
	<hr/>		
5	N. B. Cash at B. B.....	128.75	R
	Ck. 369, John Munday Ord., 1/4/99		
6	N. B. Cash at B. B.....	156.25	R
	Ck. 370, C. Moore Ord., 1/4/99		
	<hr/>		
		1385.27	363.36

## (Testimony of Nathaniel Green.)

## CASH ACCOUNT.

## Disbursements.

1899.		Office D. H. and Co.	
Jan.	Bro't for 'd.....	1385.27	363.36
7	B. M. Behrends Bank Dep.....	1580.00	R
9	N. B. Cash at B. B.....	377.97	R
	Ck. 371 D. W. Starrett Ord T. H. G. A. S.		
	1/6/99.....	21.95	
	Ck. 372 D. W. Starrett Ord. T. H. G.		
	1/4/99.....	134.25	
	Ck. 373 J. W. Hendricks, W. Burch		
	1/6/99.....	22.85	
	J. W. Hendricks, J. W. H.		
	1/6/99.....	58.30	
	Ck. 374 E. Cunningham, T. H. G.		
	.....	140.62	
9	N. B. Cash at B. B.....	168.50	R
	Ck. 376 Frank Brewer, ord. T. H. G.		
	A. S. 1/6/99.....	142.00	
	Ck. 377 E. Thornton N. B. Time		
	G. Winkler, Oct., '98.....	26.50	
9	Str. Rustler.....	418.65	R
	Ck. 378 W. Raymond.....	77.40	
	379 W. E. Brown.....	77.40	
	380 Jack Butler.....	63.85	
	381 Ed Thornton.....	100.00	
	382 A. Fast.....	100.00	
	Voucher a/c N. B. Vr. 187, Juneau		
	Hotel.....	2.50	R
	C. B. Page 89.		
9	N. B. Cash at B. B.....	19.50	R
10	Ck. 383 P. McGonigle, Dec. '98, Time.		
10	N. B. Cash at B. B.....	183.95	R
	Ck. 384 J. H. Moyle, ord THG, A. S.		
	1/6/99.		
11	N. B. Cash at B. B.....	61.55	R

(Testimony of Nathaniel Green.)

Ck. 385	E. E. Noble, July 98	Time B. B.		
Voucher a/c.....			41.59	R
Ck. 386	B. M. Volkman	N. B. V. 176..	6.00	
		204	35.59	
			<hr/>	
Receiver Expense.....			75.00	R
Ck. 387	J. H. Cobb a/c	Atty. fees, San		
		Francisco Office.....	331.77	R
Ck. 388	Union Iron Works.....		289.62	
	Bill 9/12/98.....		235.00	
		9/21/98.....	32.50	
		10/18/99.....	19.30	
		10/27/99.....	2.82 (exchange)	R
			<hr/>	
Ck. 389	J. S. Brownwell	Bill Oct.		
		17/98.....	42.15	
12	Recv. Expense.....		34.00	R
		Pd. a/c N. Greene, Salary.		
12	N. B. Cash at B. B.....		213.85	R
		Pd. Bal. Ord. T. H. G. AS to D. W.		
		Starrett.		
		1/26/98.....	61.70	
		12/1/98.....	152.15	
13	Voucher a/c, Ck. 390, G. A. Andersen	N. B. Vr. 203.....	11.83	R
16	Recv. Exp. N. Greene	Salary.....	20.00	R
18	Int. Dis. and Exch. Int. on O/D B. M. B.			
		1/19.....	2.30	R
			<hr/>	
	Forward.....		4928.43	363.36

CASH ACCOUNT.

Disbursements.

1899.			Office D. H. and Co.
Jan.	Forward.....		4928.43 363.36
19	N. B. Cash at B. B. Ck. 392	H. Peeham....	75.50 R
	Voucher a/c Ck. 393	Shattuck and Co. V. 200....	6.30 R
	Str. Rustler a/c 394	Juneau I. Wks., Bill Dec....	49.04 R
20	N. B. Cash at B. B. Ck. 395	J. W. Hendricks.....	50.00 R
	N. B. Cash at B. B. 396	J. Balkwell.....	258.17 R
		397 J. M. Davies.....	94.55 R
	S. F. Office 397	B. M. B. Bill Haas	
		Bros. 9/22/98....	6.70 R

(Testimony of Nathaniel Green.)

S. F. Office	397 Haas Bros. 10/15/98..	20.70	R
	397 B. M. B. Horn and Co. 10/20/98... ..	10.75	R
	397 B. M. B. Crocker and Co. 10/12/98....	10.20	R
	397 J. C. Wilson and Co. B. M. B. 10/15/98	14.00	R
N. B. San F. Office, Dis. Int. and Exch.....	397 Exch. B. B. B. Horn and Co.....	.15	R
N. B. San F. Office,	397 B. B. B. Exch. Haas Bros.....	.15	R
		<hr/>	
		5524.64	363.36

C. B. Page 91.

30 Concentrates—Freight Charges.....		81.00	R
Ent. Dec. 98 Frt. Pd. W. and A. SS. Co. Shp. Conc. 1/18/99.			
30 Int. Dis. and Exch.....		14.47	R
Int. on O/D DH and Co. Bk. to date, Letter D. H. and Co. 1/28/99.			
30 Bank B. M. Behrends.....		27.96	R
Bl. D. H. and Co. trans. to his a/c. Ent. Sew. Dec. 98 Bullion a/c Shpd. Jan. 7. Estimate 1580.00 Act. Value 1531.60		48.40	R
Ent. Sew. Dec. 98 Bullion Treatment chgs. shipt. Jan. 7.....		6.95	R
Balance.....		21.99	
		<hr/>	
		5601.98	486.79

C. B. Page 92.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
NOR. BELLE G. M. CO.  
SEW. G. M. CO.

Receipts.

1899.		Office D. H. and Co.	
	Balance.....		21.99
Feb.			
3	Am. G. M. Co. Recd. of them.....		39.00 R
16	N. B. Cash at B. B. ck. 40 Cliff Cuff Ret.....	36.75	R
	346 Chas. Saralson Ret.....	6.50	R
	Cash Ord. P. O'Regan Sept. 12 Remitted..		19.72 R



(Testimony of Nathaniel Green.)

Cash Stmt. Peter Hudson Nov. 15 Re-		
mitted.....	32.50	R
Cash Indian Tickets Ret. Sew. \$32.00	137.50	C
Indian Tickets N. B. G.		
M. Co.....	19.50	
Tickets B. B. M. and M.		
Co.....	86.00	
18 Str. Rustler, Reed. of it.....	147.00	R
20 Undistributed a/c Boston dft. favor B. M. B. pd.		
to N. B. G. M. Co. Credit B. M. B. same....	2500.00	R
	<hr/>	
	2543.25	397.71
C. B. Page 94.		
Balance O/D.....	949.00	
	<hr/>	
	3292.25	397.71

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C. B. Page 93.

CASH ACCOUNT.

Disbursements.

B. M. B. Bank. Office.

Feb.

1 B. M. Behrends Bank O/D 2/1 a/c closed		
into cash a/c .....	1076.57	R
3 Recv. Exp. N. Greene a/c Salary .....	39.00	R
6 N. B. Cash at B. B. ....	41.10	R
Ck. 398 Chas. Peterson ord. THG, AS		
2/2/99 .....	19.50	
Chas. Peterson ord. THG, 21.60		
8 San Francisco Office .....	16.52	R
Int., Disc. and Exch. ....	.25	
Ck. 399 Dft. Haas Bros. 1/21/99 and Int.		
Recv. Exp. Ck. 400 N. Greene, Salary.....	100.00	R
401 N. Greene, Salary.....	100.00	R
N. B. Vchr. a/c .....	11.01	R
Ck. 402 Vr. 211 P. C. S. S. Co.....	1.51	
403 212 P. C. S. S. Co.....	5.50	
404 213 E. Valentine .....	4.00	
15 Int. Dis. and Exchge Int. on O/D B. M. B.		
to 2/15 .....	8.20	R
Int., Dis. Exchge Telegram adv. paymt. dft..	1.00	R
Sew. G. M. Co. Bullion a/c Frt. on Bul. \$1580	10.15	R

(Testimony of Nathaniel Green.)

16	N. B. Cash at B. B. Street P. Hudson, Nov. '98	32.50	R
	Cash B. B. W. E. N. Ord. 9/12/98 Pat		
	O'Regan .....	19.72	R
	Sew. G. M. Co. Ticket a/c Ind. Ticket De-		
	stroyed .....	32.00	C
	N. B. G. M. Co. Ticket a/c Ind. Ticket De-		
	stroyed .....	19.50	C
	B. B. M. and M. Co. Ticket a/c Ind. Ticket		
	Destroyed .....	86.00	C
18	Recv. Exp. ....	147.00	R
	M. Greene a/c Salary.....47.00		
	J. J. Clarke Salary 1/99..100.00		
21	N. B. Cash at B. B. ....	69.65	R
	D. W. Rearden Nov. 98 Time... 22.40		
	Ck. 405, Mrs. D. W. R., Dec., 98. 47.25		
22	American G. M. Co. ....	599.55	R
	Ck. 460 Olds and Orton Atty fees		
	Main St. lot .....	35.00	
	407 B. M. B. Lilly Bo-		
	gardees Vr. 332 .....	90.29	
	408 Pac. C. S. S. Co. 333...474.26		
		<hr/>	
	T. H. George .....	50.00	R
	Ck. 406 Olds and Orton Ord. THG, 2/3/99		
	American G. M. Co. Ck. 409, Pay Ck. No. 9..	164.00	R
	N. B. Cash at B. B. ....	12.26	R
	Ck. 410 J. W. Hendricks, bal. ord. T. H.		
	G. AS 1/18/99 (62.26)		
23	N. B. Cash at B. B. ck. 411 G. B. Bowlby ord.		
	THG AS 2/ 6/99 .....	202.88	R
	T. H. George, Ck. 412 his a/c.....	250.00	R
	Recv. Exp., Ck. 413 N. Greene, Sal.....	100.00	R
24	Str. Rustler Ck. 414 Ord. A. Fast to J. Mc-		
	Closkey 2/22 .....	25.00	R
	Am. G. M. Co., 415 B. M. B. for ck. to		
	J. H. Moyle .....	100.25	R
25	San Francisco Office (Inv. Bernhardt	56.00	R
	Ck. 416 1st Natl Bank 9/17/88		
	Mat. Co.).....	25.00	
	11/11/98 Mat.....	25.00	
	Inv. Jones Paddock Co. 8/31..	6.00	
		<hr/>	
	Forward .....	2994.39	375.72

(Testimony of Nathaniel Green.)

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C. B. Page 95.

CASH ACCOUNT,

Disbursements.

	B. M. B. Bank	Office.	
1899.			
Feb.			
	Forward.....	2994.39	357.72
25	F. D. Nowell, Ck. 417 his a/c.....	25.00	R
26	American G. M. Co. 418 their Vr. 335.....	177.50	R
27	Vchr. a/c ck. 419 Al. Meat Co. Vr. 209.....	70.21	R
	Str. Rustler 419 Al. Meat Co. Bill 1/99.....	25.15	R
	Balance O/H.....		21.99
		<hr/>	
		3292.25	397.71

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C. B. Page 96.

F. D. NOWELL, RECEIVER,

B. B. M. AND M. CO.  
NOR. BELLE G. M. CO.  
SEWARD G. M. CO.

Receipts.

	B. M. B.	Office.	
1899			
Feb.			
	Balance O/H.....	21.99	
6	Concentrates .....	21.25	
	Inc. by control assay 541 sax. 1/18		
	1st ret.....	486.79	
	2nd ret.....	508.04	
		<hr/>	
9	Am. G. M. Co. Recd. their ck. 978.....	500.00	R
13	Am. G. M. Co. ....	952.20	R
	Their ck. issued for B. B. ord. THG, etc.		
	No. 995	175.50	
	996	286.75	
	997	278.35	
	1001	37.80	
	1002	148.80	
	1004	25.00	
		<hr/>	
17	American G. M. Co. Rec'd of them.....	154.75	R
21	Undistributed a/c Dft. TSN. collected.....	2500.00	R
23	Rustler Recd of them .....	20.00	R
	Amer. G. M. Co. Recd. of them.....	80.00	R
		<hr/>	
		2521.25	1728.94

(Testimony of Nathaniel Green.)

CASH ACCOUNT.

Disbursements.

B. M. B. Bank. Office.

1899.

Mar.	Balance O/D.....	749.00	
11	F. D. Nowell, ck. 420, C. Wells, his a/c....	125.00	R
2	Recv. Exp., ck. 421, J. H. Cobb, Atty. Sa..	100.00	R
3	N. B. Cash at B. B. 422 H. Korham, C. Peter- son Ord. T. H. G. AS 2/2/99.....	30.00	R
8	B. B. M. and. M. Co. Ck. 423 for Seattle Dft. a/c Ck. 1000, D. H. and Co., Lost by Fischer Bros. ....	50.00	C
8	Int., Dis. and Exc. 423 Ex. on Seattle Dft., Bond on file .....	.25	C
	Rustler a/c 424 A., Past Salary.....	75.00	R
9	Bills Payable, Pd. A. M. Ross a/c Note 9/24/98 .....		500.00 R
10	Vchr. a/c .....	66.09	R
	ck. 425 Vr. 219 B. M. Volkman....	64.59	
	426 217 D. W. Walker.....	1.50	
	<hr/>		
	Rustler .....	4.45	R
	Ck. 426 D. W. Walker Bill Dec., 98. 3.25 Feb., 99. 1.10		
13	N. B. Cash at B. B. ....		914.40 R
	F. Carlson Ord. THG. AS 3/4/99.175.50		
	D. Moore Ord. THG. AS 3/11/99..286.75		
	Mike Roke Ord. THG. AS 3/1/99..278.35		
	J. M. Davis Ord. THG. AS 3/11/99.148.80		
	Mike Dunn part ord. THG. AS 5/4/99 .....	25.00	,
	(274.00)		
13	Int., Dis. and Exch. ....		37.80 R
	F. D. Nowell, Int. on Loan by him to Co.		
	F. D. Nowell, Paid him .....	5.00	R
	Recv. Exp. N. Greene a/c Salary .....	16.90	R
17	N. B. Cash at B. B. L. Tystad Ord. THG AS 3/4/99 .....		154.75 R
23	Recv. Exp. J. J. Clarke Feb. Sal .....	20.00	R
23	Recv. Exp. J. J. Clarke Feb. Sal. ....	80.00	R
17	Vchr. a/c .....	11.95	R
	Ck. 427 Shattuck and Co. Vr. 210. 11.95		
21	N. B. Cash at B. B. ....	201.36	R
	Ck. 428 John Morrow ord. THG. AS 1/6/69 .....	130.58	
	John Morrow ord. THG. AS.....	70.78	

(Testimony of Nathaniel Green.)

	N. B. Labor a/c ck. 428 John Morrow,		
	bal. a/c.....	62.78	C
23	Vchr. a/c ck 429 C. W. Young Vr. 166.....	17.18	R
	Str. Rustler ck. 429 C. W. Young Rust.		
	Bill .....	22.49	R
	Oct./98.....	9.44	
	Nov./98.....	7.30	
	Jan./99.....	2.75	
	Feb./99.....	3.00	
<hr/>			
	T. H. George ck. 430 B. M. for S. F. Ex. to		
	W. S. George .....	250.00	R
	Int. Disc. and Exch. Ck. 430 Ex. on Dft.		
	above .....	.65	R
27	Vchr. a/c. Ck. 431 Gast. Ptg. Co. Vr. 220....	6.50	R
27	Rustler Ck. 431 Gast. Ptg. Co. Jan. and Feb.		
	99 bills .....	15.00	
<hr/>			
	Forward.....	1787.70	1728.85

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C. B. Page 97

CASH ACCOUNT.

Continued.

Disbursements.

1899			B. M. Behrends Office
Mar.	Bt. forward.....	1787.70	1728.85
27	N. B. Cash at B. B.....	125.39	R
	Ck. 432 Mrs. W. M. Burch ord. THG		
	AS to WB.....		
	Mrs. W. M. Burch 2/8/99.....	41.33	
	Mrs. W. M. Burch 3/12/99.....	44.86	
	Stat. WMB Mar. 99.....	39.20	
	Recv. Labor a/c.....	13.43	R
	Ck. 432 Mrs. Wm. Burch bal. a/c W.		
	M. B.		
29	Recv. Exp. Ck. 433 J. H. Cobb att sal. to		
	3/21/99 .....	275.00	R
31	N. B. Cash at B. B. Ck. 434 C. Patterson		
	ord THG AS 3/20/99.....	51.50	R
	Int. Dis. and Exch. Int. on Mar. O/D....	1.88	R
	Gen. Exp. Telegrams, adv. payment \$2500.00		
	Dft. ....	1.00	R
	Balance O/H.....	265.35	.09
<hr/>			
		2521.25	1728.94

(Testimony of Nathaniel Green.)

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C. B. Page 98.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.

NOR. BELLE G. M. CO.

SEWARD G. M. CO.

## Receipts.

B. M. Behrends Bk Office

1899

Apl.

1	Balance O/H.....	265.35	.09	
7	American G. M. Co. Recd. their check.....		302.00	R
8	American G. M. Co. Recd. their coin.....		30.00	R
8	Str. Rustler. Recd. their coin.....		70.00	R
13	Am. G. M. Co. Their ck. 1173 A. M. Ross Note 9/24/98 .....		500.00	R
13	F. D. Nowell, his ck. Int. 9/24/98.....		60.00	R
17	Am. G. M. Co. Recd. their cks.....		822.40	R
	No. 1185 D. McCartney.....	213.25		
	1167 John Dodds.....	416.80		
	1188 Jos. King.....	177.00		
	1193 B. M. Behrends for Haas Bros. Dft. 4/4/99 and Int....	15.35		
20	Amer. G. M. Co.....		10.00	R
	Ck. 1200 R. P. Nelson Stamps for B. B. Store			
26	Material and Supply Co. Trial Rebate P. C. S. S. Co. Frt. Bills 1898.....		107.66	R
26	Nowell Bros. Frt. Bills 1898, Rebate P. C. S. S. Co.....		9.68	R
	Balance to folio 193	1411.47		

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1676.82

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1911.83

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(Testimony of Nathaniel Green.)

CASH ACCOUNT.

Disbursements.

1899			B. M. Behrends	Office
Apl.				
1				
3	Northern Belle Cash at B. B.....	397.50		
	Ck. 435 G. Kyrage Ord. THG, AS to Mike			
	Dunn, 3/4/99.....	249.00		
	436 D. W. Reardon, Jan. 99			
	Time Stat.....	42.75		
	Time Stat. Feb.....	53.75		
	Time Stat. Mar.....	52.00		
		<hr/>		
4	N. B. Cash at B. B.....	30.25		R
	Ck. 437. John O'Malley Mar. 99 Time Stat.			
	Apr. 99	29.75		
	Time	.50		
5	B. B. M. and M. Co. Ck. 438 O'Ohman, order			
	C. Peterson 12/1/95.....	20.00		R
7	Bills Pay. Dft. Goodyear Rubber Co. aept 3/27/99	301.20		R
7	Int. Dis. and Ex Int. Goodyear Rubber Co. aept			
	3/27/99 .....	.80		R
8	Recv. Exp. J. J. Clarke Mar. 99 Salary.....	100.00		R
8	N. B. Cash at B. B. Ck. 439 O. Morris ord. THG,			
	AS 4/6/99.....	226.47		R
13	Bills Pay. A. M. Ross, bal. note 9/24/98 (1000.00)	500.00		R
	Int. Dis, and Ex. bal. note 9/24/98 (1000.00)	60.00		R
17	N. B. Cash at B. B.....	807.05		R
	Dan McCartney ord. THG, AS 4/7/99. .213.25			
	John Dodds ord. THG, 4/7/99.....	138.80		
	John Dodds ord. THG 8/13/99.....	278.00		
	Jos. King ord. THG. 4/7/99.....	177.00		
17	San Francisco Office.....	15.20		R
	B. M. Behrends Dft. Haas Bros 4/4/99.....			
17	Int. Dis. and Exch Ex. Dft. Haas Bros 4/4/99...	.15		R
15	Int. Dis. and Exch.....	2.45		R
	Tel. Chgs. Dft \$2500 advised.....	1.75		
	Int. on Apr. O/D to 4/15.....	.70		
20	Nowell Bros. Stamps for B. B. Store.....	10.00		R

## (Testimony of Nathaniel Green.)

24	N. B. Cash at B. B.....	393.25	R
	Ck. 440 Geo. Dixon Ord. THG, AS		
	4/23/99 .....	89.00	
	Ck. 441 P. Cannon Ord. THG, AS		
	4/23/99 .....	84.75	
	Ck. 442 John Manning Ord. THG, AS		
	4/23/99 .....	82.75	
	Ck. 443 B. Hodge Ord. THG, AS		
	4/22/99 .....	136.75	
27	N. B. Cash at B. B.....	606.90	R
	Ck. 444 J. Samuelson ord. THG. AS		
	3/17/99 .....	30.50	
	Ck. 445 B. M. Behrends for THG, AS		
	J. Bound 4/7/99.....	69.80	
	W. Fugler 4/7/99.....	172.80	
	J. R. Smith THG, AS 4/7/99.....	145.27	
	446 Jos. King for THG. AS 4/7/99....	188.53	
	for G. Ostrand		
30	Reev. Exp.—J. J. Clarke—Sal. Apr. 99.....	100.00	R
	Balance to folio 193	17.43	

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1676.82 1911.83

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C. B. Page 192.

## F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.

Northern Belle G. M. Co.

Seward G. M. Co.

## Receipts.

B. M. Behrends Bank. Office

1899

May

	Balance from folio 99.....	17.43	
1	American G. M. Co. Rec'd of them.....	9.85	R
1	Frank Bach—his bill—N. B. G. M. Co.		
	Pd. by Mellen M. and M. Co.....	48.88	R
1	B. B. M. and M. Co. Bill—Fk. Bach,		
	Pd. by Mellen M. and M. Co.....	30.60	R
10	Undistributed A/C .....	287.50	R
	Check rec'd from Mellen M. and M. Co.		
	for Hospital fees, at B. B.....		



(Testimony of Nathaniel Green.)

11	N. B. Material and Supplies, 800 ft. wire cable sold Geo. Bach for Humboldt M. Co. pd. by check.	60.00	R
11	B. M. and M. Co. (Frank Bach) pd. by him	4.00	R
11	American G. M. Co. their check 1318 C. Finnegan .....	96.00	R
16	American G. M. Co. their check 1327 B. M. B. Dft. Wiedstater.....	46.25	R
19	American G. M. Co. their check 1335 J. S. Meyer and Co.....	6.00	R
23	American G. M. Co. their check 1360 N. Greene .....	100.00	R
24	Steamer "Rustler".....	355.85	R
24	Nowell Bros.....	348.30	R
24	Mellen M. and M. Co..... Rec'd Check of Mellen M. and M. Co. Stat. B. B. V. 410.....	358.69	R
31	Steamer "Rustler" rec'd of them.....	30.00	R
31	American G. M. Co. rec'd of them.....	40.00	R
	Balance	2387.86	
		<hr/>	
		2735.36	1491.85

C. B. Page 193.

CASH ACCOUNT—May 1899.

Disbursements.

1899

May

B. M. Behrends Bank. Office.

	Balance from folio 99.....	1411.47	
1	N. B. Cash at B. B. check John Nihula, ord. T. H. G. As. 4/26/99.....	33.25	R
1	Voucher account..... Voucher 123 Decker Bros.....4.05 Voucher 179 Decker Bros.....5.80		9.85 R
1	Receiver Expense—N. Greene a/c Salary.....		10.00 R
2	Steamer "Rustler" check 448 Juneau Iron Works, Bill March and Apr. 99.	27.33	R
3	N. B. Cash at B. B..... Check, 449 G. Kyrage, order T. H. George, As., to Dan Dunn, 3/11/99	244.75	R
3	Receiver's Expense, N. Greene, a/c Salary.....		50.00 R
4	F. D. Nowell, pd. him on a/c.....		10.00 R

(Testimony of Nathaniel Green.)

9	N. B. Voucher a/c.....	364.79	R
	Ck. 450 B. Volkman Vr. 225— 36.35	364.79	R
	Vr. 227— 1.50		
	Ck. 452 Jun. I.Wks.Vr. 223— 3.00		
	Ck. 451 S. Blum and		
	Co... ..Vr. 228— 17.25		
	Vr. 221— 40.84		
	Vr. 233—265.85		
<hr/>			
10	N. B. Cash at B. B.....	102.00	R
	Ck. 453 Geo. Kyrage, ord T. H.		
	G. As., to Rob't Hodge, 4/7/99.		
11	N. B. Cash at B. B.....	319.70	R
	Ck. 454 for W. J. Officer, ord,		
	THG. As. 4/7..... 44.00		
	for W. J. O. ord T. H. As.,		
	4/7.. .... 275.70		
<hr/>			
11	N. B. Cash at B. B. C. Finnegan, ord.		
	T. H. G. As. 5/5/99.....	96.00	R
16	San Francisco Office, Dft. Neustadter		
	Bros. 5/3.....	46.00	R
16	Int. Dis. and Exch. Int., Neustadter		
	Bros.....	.25	R
19	W. E. Nowell—Bill, J. D. Meyer and		
	Co. Oct. 24/98.....	6.00	R
19	Int. Disc. and Exch.....	80.80	R
	Ck. 455 B. M. B. Int. Dft.....		
	.....179 68.40		
	“ 180 12.40		
<hr/>			
22	Int. Disc. and Exch.....	3.97	R
	Int. O. D. May to 5/15.....2.22		
	Tel advic. payment Boston,		
	Dft. 5000.00..... 1.75		
	5000.00		
<hr/>			
23	N. B. Vr. a/c ck. 456 B. M. B. dft. J.		
	M. Dairley Vr. 43.....	10.00	R
		228.10	
<hr/>			
		2598.06	

(Testimony of Nathaniel Green.)

CASH ACCOUNT—May 1899.

C. B. Page 193.

1899		B. M. Behrends. Office.
May	Bt' forward.....	2598.06      228.10
23	Receiver Expense, N. Greene a/c salary....	100.00 R
27	N. B. cash at B. B. 4/22/99.....	137.30 R
31	Rec'r. Expense J. J. Clarke, May salary....	100.00 R
	Balance.....	1063.75
		<hr/>
		2735.36      1491.85

C. B. Page 194

F. D. NOWELL, Receiver,

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M. Co.

Receipts.

1899		B. M. Behrends Bank. Office.
June	Balance.....	1063.75 R
2	F. D. Nowell, Rec'd from him.....	782.50 R
3	T. H. George, his check, dep. Apr. 24—'99, not entered 'till today.....	1000.00 R
9	Concentrates, shipped 79 sax, May 3/99, smelter returns June 1/99.....	107.25 R
10	Concentrates, add. Rets. shpd. 5/23—Smelter rets. 6/1—.....	8.00 R
14	American G. M. Co. rec'd from them.....	50.00 R
24	Mat'l and Supplies, ret., chgs. Vr. 240.....	1.20 R
30	American G. M. Co. rec'd of them.....	35.00 R
30	Str. "Rustler" rec'd of them.....	20.00 R
	Balance.....	1789.61
		<hr/>
		2896.86      1960.45

(Testimony of Nathaniel Green.)

CASH ACCOUNT—June, 1899.

Disbursements.

B. M. Behrends Bank. Office.

1899

June	Balance.....	2387.86	
2	N. B. Cash at B. B.....		782.50 R
	Ord. T. H. G. As. to T. Burke		
	4/17/99 .....	171.75	
	Ord. T. H. G. As. to T. Burke		
	5/25/99 .....	168.00	
	Ord. T. H. G. As. to T. Burke		
	5/31/99 .....	250.25	
	Ord. T. H. G. As. to John		
	Munday, 5/31/99.....	120.25	
	Ord. T. H. G. As. to Mike		
	Dunn, 5/31/99.....	72.25	
		<hr/>	
		782.50	
2	N. B. Cash at B. B.....	100.00	R
	Chk. 458 B. M. B. Ord. T. H. G. As.		
	to Mike Dunn, 5/31/99		
3	T. H. George, pd. on acct.....		1062.84 R
5	N. B. Voucher a/c.....	7.50	R
	Chk. 459 Gastineau Ptg. Co. Vr. 234		
5	B. B. M. and M. Co.....	22.50	c.
	Chk. 459 Gast. Ptg. Co. B. B. D. and		
	H. Co. Chk. 822.....		
9	Concentrates, Fret. shipped May 23/99,		
	smelter's returns June 1/99.....	20.00	R
10	American G. M. Co. pd. them rets. Cone.		
	5/23 .....		8.00 R
12	Receiver's exp. Chk. 460 J. H. Cobb, atty.		
	salary .....	125.00	R
12	N. B. Cash at B. B. chk. 461 O. M. Butler,		
	ord. T. H. G. As. to McKenna,		
	5/9/99 .....	77.50	R
13	N. B. Cash at B. B. chk. 462—J. M. Davis,		
	ord. T. H. G. As. to W. J. Officer,		
	6/9/99 .....	17.50	R
20	Bills Pay chk. 463 Fst. Nat'l. Bk. Juneau,		
	accept. Dft. 6/5, Dunham-Carrigan		
	and Hayden Co.....	26.84	R
20	Int. Dis. and Exch. chk. 463, Int. Dft. D. C.		
	and H.....	26.00	R
27	Int. Dis. and Exch. Int. OD. 5/16 to 6/16.	12.15	R

(Testimony of Nathaniel Green.)

27	N. B. Cash at B. B.....	99.75	R
	Chk. 464 B. M. B. Ord. T. H. G. As. to Dan Evans, 6/20.		
30	Receiver's Exp.		
	J. J. Clark's salary June....	100.00	
	N. Greene a/c, salary June..	5.00	
	Balance .....		2.11
		<hr/>	
		2896.86	1960.48

C. B. Page 196.

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M. Co.

Receipts.

B. M. Behrends Bank. Office.

1899			
July	Balance.....	2.11	
31	Steamer "Rustler" rec'd of it.....	59.00	R
31	American G. M. Co. rec'd of it.....	41.00	R
	Balance.....	3185.56	
		<hr/>	
		3185.56	102.11

C. B. Page 197.

CASH ACCOUNT—July, 1899.

Disbursements.

B. M. Behrends Bank. Office.

1899			
July	Balance.....	1789.61	
3	N. B. Cash at B. B.....	455.28	R
	Chk. 465 Dan McCartney Ord. T. H. G. As. 6/30.....	158.00	
	Chk. 466 B. M. B. Orders T. H. G. As. 5/25 W. Fugler..	114.51	
	5/25 J. R. Smith.....	75.00	
	6/24 J. M. Davis.....	33.70	
	6/26 W. Fugler .....	74.07	
		<hr/>	
10	N. B. Cash at B. B.....	30.00	R
	Chk. 467 J. M. Smith ord. W. E. N. 7/7/99 .....		
11	N. B. Cash at B. B.....		
	Chk. 468 J. R. Smith, ord. W. E. N.		

(Testimony of Nathaniel Green.)

	supt. 7/7/99.....	219.15	R	
13	N. B. Cash at B. B.....	72.15	R	
	Chk. 469 Mrs. Jane Evans ord. W. E.			
	N. S. to Mrs. Evans 7/7/99.....			
17	Nowell Bros. chk. 470 J. H. Cobb license..	15.00	R	
17	Str. "Rustler" chk. 470 J. H. Cobb license	40.00	R	
17	F. D. Nowell, A. M. G. M. Co. J. H. Cobb			
	S. C. Store.....	15.00	R	
17	Aper. Stamp Mill G. M. Co. J. H. Cobb,			
	N. B. Stamp Mill .....	125.00	R	
17	Voucher a/c, Chk. 471 Alaska, Miner, Vr.			
	248 .....	15.00	R	
19	N. B. Cash at B. B. chk. 472, ord. No. 75..	23.40	R	
29	N. B. Cash at B. B. Chk. 473 ord. No. 69..	73.50	R	
22	Int. Disc. and Exch.....	19.35	R	
	Int. on O. P. D. June 16 to July			
	14/99 .....			
24	N. B. Cash at B. B.....	16.50	R	
	Chk. 474 E. P. Doseh, ord. No. 76,			
27	N. B. Cash at B. B.....	33.35	R	
	Chk. 475 Dan Moranville, ord. No. 77			
28	Nowell Bros., chk. 476, R. P. Nelson, Post			
	St.....	10.00	R	
28	W. E. Nowell, chk. 477, J. J. Clarke, cashed			
	and sent to purchase horses for B.			
	B. to W. E. N.....	75.00	R	
31	Receiver's exp. J. J. Clarke, sal. July 99..			100.00 R
31	N. B. Cash at B. B. chk. 478 J. M. Smith..	158.27	R	
	Ord. 78.			
	Balance.....			2.11
		<hr/>		
		3185.56		102.11

C. B. Page 198.

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M. Co.

Receipts.

B. M. Behrends Bank. Office.

1899	Balance.....			2.11
August				
5	Bullion account, Seward G. M. Co. Bar			
	gold wt. 300 oz. est. val.....	5000.00	R	
5	Bills account, Jualin Mining Co. Reed...			
	acct. bill.....			38.75 R
		<hr/>		
		5000.00		40.86

(Testimony of Nathaniel Green.)

C. B. PAGE 200.

Forward.....	5000.00	40.86	
Aug. 31 Steamer "Rustler" rec'd of it...		40.86	
31 Bullion a/c Seward G. M. Co. bar gold wgt. 423.75 oz.....	7000.00	R	
31 Hospital a/c.....		101.00	R
31 Mellen M. and M. Co. Mar. Apr.. May, June, and July, '99 accts.		479.34	R
31 Nowell Bros.....		24.00	R
Mellen M. and M. Co. accts. Mar. Apr. May and June, 99,			
31 Str. "Rustler".....		46.15	R
Mellen M. and M. Co. June bill,			
	<hr/>	<hr/>	
	12000.00	771.35	

C. B. Page 199.

CASH ACCOUNT—August 1899.

Disbursements.

B. M. Behrends Bank. Office.

1899

Aug.

Balance.....	3185.56	
1 N. B. Cash at B. B.....	121.50	R
Chk. 479 B. M. B. for Seattle exch. Mrs. F. B. Brewer, a/c F. B. B. .	25.00	
Chk. 480 S. Blum and Co. Ord L. McCormack No. 74.....	73.50	
Chk. 481 A Schofield, letter W. E. N. 7/25/99.....	23.00	
1 Int. Dis. and Exch.....	.15	R
Chk. 479 B. M. B. Ex. Chk. to Mrs. F. B. Brewer,		
7 F. D. Nowell.....	265.00	C
Chk. 482 B. M. B. for N. Y. Exch. to A. L. Nowell		
7 Int. Disc. and Exch.....	.75	R
Chk. 482 B. M. B. for exchg. N. Y. dft. to A. L. Nowell,		
8 T. H. George, Chk. 483 a/c.....	500.00	R
9 N. B. Cash at B. B.....	453.75	R
Chk. 484 Chas. G. Johnson Ord 83.....	187.00	
Chk. 484 Chas. Finnegan Ord. No. 82.....	132.75	
Chk. 483 Wm. Donohue ord. No. 84.....	134.00	

(Testimony of Nathaniel Green.)

9	Voucher a/c.....	10.30	R	
	Chk. 487 vr. 246 D. W. Walker....	1.65		
	Chk. 252 D. W. Walker.....	8.65		
9	Str. "Rustler".....	30.45	R	
	Chk. 487 D. W. Walker bill Mar.			
	99.....	.50		
	Bill May and June, 99.....	29.95		
9	Receiver's exp. Chk. 488 N. Greene's			
	salary.....	25.50	R	
10	N. B. Cash at B. B.....	20.50	R	
	Chk. 489 Dan McCartney ord. of Chas.			
	Joke, No. 79.			
44	Vehr. a/c Chk. 490 Mrs. F. D.			
	Nowell, vehr. 259.....	7.00	R	
16	Inst. Disc. and Exch. Int. O. D. 7/16 to			
	8/11/99.....	34.80	R	
16	B. B. M. and M. Co. pd. 2—\$1.00 Indian			
	tickets,.....			2.00 C
16	F. D. Nowell pd. him.....			2.00 R
16	Voucher a/c pd. Vr. 260 Mrs. F. D. Nowell.			3.10 R
18	Voucher a/c pd. Vr. 261 P. C. S. S. Co.....			5.35 R
19	N. B. Cash at B. B.....	56.00	R	
	Chk. 491 Al. Tred. G. M. Co.			
	ord. No. 85 to Dan McCartney			
	Forward			
		4710.76		12.45

Continuation of C. B. Page 199.

1899				
	Bt. Forward.....	4710.76		12.45
Aug.				
21	N. B. Cash at B. B.....	67.90	R	
	Chk. 492 B. M. B. ord. No. 73 to Geo.			
	Dixon,			
23	N. B. Cash at B. B.....	228.95	R	
	Chk. 493 B. M. B. ord. J. Fairchild, No.			
	86.....	26.90		
	Chk. No. 494 ord. B. M. B. W. Gaves,			
	No. 69 per ck. Mrs. Gaves.....	20.80		
	Chk. 495 B. M. B. ord. J. F. Irieson No.			
	90 per Chk. Mrs. Irieson			
	Chk. 496 B. M. B. ord. Wm. Evans, No.			
	87.....	71.85		
	Chk. 497 R. P. Nelson ord. W. G. Sted-			
	ham, No. 91 for P. O. ord. Louisa A.			
	Stedham.....	78.00		
24	W. E. Nowell, chk. 498, on a/c.....	50.00	R	



(Testimony of Nathaniel Green.)

25	Voucher a/c, Chk. 499, W. E. Nowell, Vr. 262,.....	40.00	244.94	R
	Chk. 501 P. C. S. S. Co. Vr. 263..	204.94		
25	N. B. Cash at B. B.....		76.75	R
	Chk. 500 Str. "Flosie" ord. No. 92 Al. Black,.....	63.00		
	Str. "Flosie" ord. 93 John Cottrell,.....	13.75		
	Forward.....	5379.30	12.45	

C. B. Page 201.

1899	Aug.	Forward.....	5379.30	12.45
28		F. D. Nowell.....	65.00	R
28		W. E. Nowell.....	65.00	R
		Chk. 502 Nowell M. and M. Co. charged 1/2 each to F. D. and W. E. N. a/c survey.....	130.00	
30		N. B. Cash at B. B.....	75.95	R
		Chk. 503 Wm. Blalock ord. No. 95		
31		Receiver's exp. J. J. Clarke salary Aug. 99,.....		100.00 R
31		Bullion a/c Seward G. M. Co.....	471.55	R
		Est.....	5000.00	
		Dec; shipment 8/5 ret's.....	4528.45	
		Balance.....	5943.20	658.90
			12000.00	771.35

C. B. Page 202.

F. D. NOWELL, Receiver.

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M. Co.

Receipts.

1899			B. M. Behrends Bank.	Office.
Sept.		Forward.....	5943.20	658.90
6		Bills a/c John Reck rec'd a/c bill.....		1.45 R
8		Mat'l and Supplies Reb. chgs. Vr. 280.....		2.59 R
8		Powder a/c.....		4.38 R
		Forward.....	5943.20	667.32

(Testimony of Nathaniel Green.)

C. B. Page 204.

F. D. NOWELL, Receiver.

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M. Co.

## Receipts.

1899		B. M. Behrends Bank. Office.	
	Forward.....	5943.20	667.32
18	Bills a/c (Mrs. Evans) rec'd.....		.80 R
25	Fuel a/c ret., chgs. Vr. 284.....		8.00 R
25	Material and Supplies, ret'd. chgs. Vr. 284..		25.00 R
		<hr/>	<hr/>
	Forward.....	5943.20	701.12
			C. B. Page 206.
Sep.	Forward....	5943.20	701.12
30	"Rustler" rec'd of it.....		33.00 R
30	American G. M. Co. rec'd. of them.....		16.00 R
30	Seward bullion a/c Bar gold wgt. 282 oz. 7 pwt. 3 gr. bar 49 10/11/99.....	4650.00	R
30	N. B. Concentrates Est. 130 sax. shipped 10/12. 385.00		R
	Seward concentrates Est. 137 sax. shipt. 10/12.....	215.00	R
		<hr/>	<hr/>
		11193.20	750.12

C. B. Page 203.

CASH ACCOUNT—September 1899.

## Disbursements.

1899		B. M. Behrends Bank. Office.	
Sept.			
1	W. E. Nowell.....	275.00	R
	Chk. 504 a/c.....	250.00	
	Chk. 505 a/c.....	25.00	
		<hr/>	
1	F. D. Nowell a/c pd. on a/c.....		5.00 R
2	F. D. Nowell.....	60.00	R
	Chk. 506 F. D. Nowell a/c U. S. Land Office Survey.		
2	W. E. Nowell.....	8.85	R
	Chk. 507 Alaska Steam Laundry bill, 8/31/99.		

(Testimony of Nathaniel Green.)

2	Receiver's exp.....	30.00	R
	Chk. 508 N. Greene a/c salary.		
5	Voucher a/c.....	213.00	R
	Chk. 510 Juneau Ferry and Nav. Co. Vr. 264,		
5	T. S. Nowell.....	500.00	R
	Chk. F. D. Nowell a/c T. S. N.		
5	F. D. Nowell.....	510.00	R
	Chk. 512 his a/c .....	500.00	
	Chk. 513 his a/c.....	10.00	
<hr/>			
5	Receiver's exps. chk. 514 N. Greene salary.	15.00	R
6	Nowell Bros.....	10.00	R
	Chk. 515 R. P. Nelson post-stamps B. B. store.		
6	N. B. Cash at B. B.....	749.85	R
	Chk. 516 str. "Flosie" ord. No. 100 J. Dolan....	33.50	
	Chk. 517 T. H. George No. 31 Jos. King.....	264.10	
<hr/>			
	Ord. No. 96 Joe Boined.....	127.25	
	Ord. No. 97 Wm. Keeler.....	114.75	
	Chk. 518 J. J. Clarke ord. No. 99 Tom Carmody for Seattle Ex. Mrs. T. C. Milligan.....	115.25	
	Chk. 519 John McLaughlin ord. 101	95.00	
<hr/>			
7	N. B. Cash at B. B.....	3600.00	R
	Chk. 520 Mrs. John Richards....	100.00	
	Chk. 521 N. B. G. M. Co. for coin to be sent to Seward to pay em- ployees.....	3500.00	
<hr/>			
7	San Francisco Office.....	30.00	R
	Chk. 522 Fst. Nat'l Bk. Juneau, dft. Union Iron Wks. 8/29/99.		
7	F. D. Nowell, pd. him.....		650.49 R
<hr/>			
	Forward.....	6001.70	655.49

## (Testimony of Nathaniel Green.)

		Continuation of C. B. Page 203	
		B. M. B. B.	Office.
1899			
Sep.	Bt. Forward.....	600.170	655.49
8	Voucher a/c chk. 523 West Coast S. N. Co. Vr. 280.....	17.40	R
9	N. B. Cash at B. B. chk. 524 Jas. McCann, ord. No. 109.....	48.50	R
11	N. B. Cash at B. B..... Chk. 525 Juneau F. and N. Co., ord. No. 110 Geo. Howard..	77.00	R
	Chk. 526 H. E. Hoggatt, ord. No. 94—A. Bishop.....	35.25 41.75	
12	N. B. Cash at B. B. chk. 527 Joe Cavallo ord. No. 107.....	70.95	R
12	F. D. Nowell, chk. 528 L. L. Williams a/c F. D. N.....	250.00	R
12	Voucher a/c 529 Shattuck and Co. Vr. 270.	25.00	R
12	T. S. Nowell chk. 530 R. T. Harris a/c note 5/3/99.....	100.00	R
	Forward.....	6590.55	655.49
	C. B. Page 205.		
	Forward.....	6590.55	655.59
Sep.			
13	N. B. Cash at B. B..... Chk. 531 Geo. Bach for following orders, No. 88 Wm. Evans.....	145.89	R.
	No. 105 Jas. Rogers.....	32.44	
	No. 106 Jas. Monagh....	29.45	
	No. 108 Jas Flemming...	45.50	
		38.50	
13	Voucher a/c..... Chk. 532 Pac. C. S. S. Co. Vr. 282.	37.05	R
14	T. H. George..... Chk. 533 on a/c.	50.00	R
18	N. B. Cash at B. B..... Chk. 534 Mrs. W. Raymond ord. No. 104 W. Raymond.	46.35	R
18	Receiver's exp. chk. 533 N. Greene salary.	100.00	R
18	American G. M. Co..... Chk. 536 Winter and Pond A. G. M. Co. Vr. 387.	4.50	R
18	F. D. Nowell..... Chk. 536 Winter and Pond, F. D. N. bill, 9/18/99.	49.05	R

(Testimony of Nathaniel Green.)

18	B. B. Ticket a/c, Ind. ticket redeemed..		1.00	C
19	Voucher a/c, chk. 537 Jun. Ir. Wks. Vr.			
	277.....	1.10	R	
19	Str. "Rustler" chk. 537 Jun. Ir. Wks. bill			
	9/1/99.....	69.50	R	
19	Int. Disc. and Exch. Int. on O/D 8/16 to			
	9/15/99.....	33.03	R	
		<hr/>		
		7127.02		656.49

Continuation of C. B. Page 208.

B. M. B. B. Office.

1899				
Sep.	Bt. Forward.....	712.02		656.49
20	C. E. Hoye, .....			
	Chk. 538 B. M. Seattle, Ex. a/c C. E. H.	55.10	R	
20	Int. Dis. and Exch.....	.25	R	
	Chk. 538 B. M. B. Ex. on Seattle ch.			
	C. E. Hoye			
21	Voucher a/c chk. 539 Pac. Coast S. S. Co.			
	Vr. 283.....	4.10	R	
21	T. H. George chk. 540 on a/c.....	250.00	R	
22	N. B. Cash at B. B.....	55.15	R	
	Chk. 541 Geo. Kyrage order, No. 98 to J.			
	R. Evans.			
23	Gen. Exp. Pd. a/c checking N. B. fgt.....			1.00 R
25	Voucher a/c.....	82.60	R	
	Chk. 542 West Coast S. M. Co. Vr. 284.			
26	Receiver's exp. chk. 543 Alaska Drug Co.,			
	bill, 9/1/99.....	8.00	R	
26	Voucher a/c chk. 544 Juneau and D. Tel.			
	vr. 367.....	36.00	R	
27	Voucher a/c chk.....	15.80	R	
	Chk. 545 Juneau Pharmacy,			
	Vr. 197 .....	.60		
	Vr. 208 .....	1.85		
	Vr. 237 .....	5.00		
	Vr. 241 .....	1.50		
	Vr. 254 .....	6.85		
		<hr/>		
27	Bills Acct. Juneau Ir. Wks.....	17.25	R	
	Chk. 545 Juneau Pharmacy for Vr. 228			
	pd. Juneau Ir. Wks., in error 5/9/99.			
		<hr/>		
Sep.	Forward....	7651.27		657.49

(Testimony of Nathaniel Green.)

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Sep.	Forward.....	7651.27		657.49
28	Voucher a/c.....	4.90	R	
	Chk. 546 Pac. C. S. S. Co. Vr. 285.			
29	W. E. Nowell.....	4.50	R	
	Chk. 547 Mrs. F. D. Nowell, bill, 9/29/99.			
29	Str. "Rustler".....	380.05	R	
	Chk. 548 Jun. Ferry and N. Co. for orders Capt. Thornton, for coal.			
30	Receiver's exp., J. J. Clarke, Sept. sal..			89.00 R
30	Receiver's exp. chk. 549, J. J. Clarke, Sept. sal.....	11.00	R	
	Balance.....	3141.48		3.63
		<hr/>		<hr/>
		11193.20		750.12

C. B. Page 208.

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M. Co.

Receipts.

B. M. Behrends Bank. Office.

Oct.	Forward.....	3141.48		3.63 R
12	Seward Concentrates.....			76.00 R
	Add. rents shipped, 9/2/99.....			
12	Fuel acct. retn. chgs. Vr. 309.....			9.00 R
12	Material and Supplies retn. chgs. Vr. 309..			77.75 R
		<hr/>		<hr/>
		3141.48		166.38

C. B. Page 210.

Forward..... 3141.48 166.38

Forward..... 3141.48 166.38

C. B. Page 212.

Oct.	Forward.....	3141.48		166.38
27	Concentrates N. B. add, rets. shpd. 10/12..			12.50 R
27	Concentrates Seward add. rets. shipped, 10/12 .....			13.50 R
27	Nowell Bros. reb. chgs. Vr. 311.....			2.59 R
27	Mat'l and Supplies chgs. Vr. 311.....			1.13 R

(Testimony of Nathaniel Green.)

30	Conc. Seward .....	61.00	R
	F. R. T. shipt. 10/12 .....	33.00	
	Treat. shipt. 10/12.....	28.00	
		<hr/>	
30	Conc. N. B.....	59.73	R
	Frt. shipt. 10/12.....	32.00	
	Treat. shipt. ....	27.73	
		<hr/>	
30	Seward Concts. ....	380.00	R
	Est. Val. shpt. 243 sax 11/9 of Oct. prod. ....		
30	Nor. Belle Conc.....	1450.00	R
	Est. Val. shpt. 688 sax. 11/9 of Oct. prod. ....		
		<hr/>	
	Balance.....	2377.59	
		<hr/>	
		7469.80	196.10
		<hr/>	<hr/>

C. B. Page 209.

CASH ACCOUNT—October, 1899.

Disbursements.

B. M. Behrends Bank. Office.

1899			
Oct.			
2	Receiver's exp.....	25.00	R
	chk. 550 N. Greene, a/c salary.		
2	N. B. Cash at B. B.....	62.79	R
	chk. 551 B. M. B. ord. No. 103 to C. F. Lukens.		
4	Voucher a/c .....	187.12	R
	chk. 552 B. M. B. ord. 265, Cudhay and Co. dft. 9/25.		
4	Int. Disc. and Ex.....	.45	R
	chk. 552 B. M. B. Int. on Cudhay dft. 9/25.		
4	Str. "Rustler" .....	140.80	R
	chk. 553 Ed. Thornton's salary... 75.00		
	chk. 554 Frank Bennet's sal..... 65.80		
		<hr/>	
5	Str. "Rustler" .....	31.00	R
	chk. 555 Amos Soburg salary.....		.50 R
5	General expense sick miner.....	12.00	R
7	Str. "Rustler" .....	12.00	R
	chk. 556 Amos Soburg, salary		

## (Testimony of Nathaniel Green.)

7	Nowell Bros .....	10.00	R
	Chk. 557 R. P. Nelson, stamps, B. B. store.		
	Voucher acct. ....	29.50	R
	chk. 558 Pac. C. S. S. Co. Vr.		
	307 .....	3.55	
	chk. 559, G. A. Anderson, vr. 266.	25.20	
	Vr. 301 .....	.75	
	<hr/>		
10	N. B. Cash at B. B. ....	150.55	R
	chk. 561 F. R. Pingree, Purser,		
	West Coast S. N. Co., Vr. 308.	184.10	
	chk. 562, Vr. 309 .....	245.00	
	chk. 563 Alasl. El. and P. Co.		
	Vr. 291 .....	7.08	
	<hr/>		
12	T. S. Nowell .....	250.00	C
	chk. 564 B. M. B. for S. F. Exdr. F. D. N., to be sent T. S. N.		
12	Receiver exp. ....	100.00	R
	chk. 565 N. Green sal.		
13	Vr. acct. ....	6.36	R
	Vr. 216 .....	2.00	
	Vr. 231 .....	.85	
	Vr. 255 .....	.50	
	Vr. 275 .....	1.50	
	Vr. 295 .....	1.50	
	<hr/>		
	Forward .....	1441.74	.50
	Continuation of C. B. Page 209		
1899.			
Oct.	Bt. forward .....	1441.74	
13	"Rustler" .....	1.55	R
	chk. 566 R. P. Nelson, May 99.	.60	
	June 99 .....	.35	
	July 99 .....	.35	
	Aug. 99 .....	.25	
16	Bullion acct.		
	Seward G. M. Co. ....	255.31	R
	Est. ....	7000.00	
	Dec. bar 8/31, rets .....	6744.69	
	Int. S. S. 9/14 to 10/15.....	29.32	
	Ex—250 S. F. dft. 10/12 .....	.65	
16	Int. Dis. and Ex. ....	29.97	R
	<hr/>		
	Forward .....	1728.57	.50



(Testimony of Nathaniel Green.)

C. B. Page 211.

Oct.	Forward .....	1728.57	.50
18	N. B. Cash at B. B. ....	106.00	R
	chk. 567 Raphael, Dal Porto for		
	ord. No. 119, C. Bellomeni ....	43.00	
	chk. 568 A. E. Johnson, ord. No.		
	117 .....	54.00	
	ord. No. 120 .....	9.00	
18	Voucher acct. Alaska Pac. Ex. Co. Vr. 310.		1.50 R
19	Voucher acct. Jun. Fery and Nav. Co.		
	Vr. 305 .....		.50 R
19	Receiver Expenses .....	250.00	R
	chk. 569, J. H. Cobb, a/e sal. Rec. atty.		
20	Voucher acct. ....	84.53	R
	chk. 570 Vr. 290, Ames and Harris.		
21	Boston office .....	179.76	R
	chk. 571 Fst. Nat'l Bk. Juneau, for dft.		
	195, S. Blum and Co. ret'd.		
21	Inst. Disc. and Exch. ....	2.67	R
	chk. 571 Fst. Nat'l Bk. Juneau, int. and		
	ex. dft. 195, ret'd.		
23	J. F. Maloney .....	250.00	C
	chk. 572 Oscar Fotte, acct. retainer, Ma-		
	lony and Fotte.		
23	Str. "Rustler" .....	16.00	R
	chk. 573 W. N. Burch, labor, Sept. 99.		
23	N. B. Cash at B. B. ....	482.62	R
	chk. 573 W. N. Burch ord. No.		
	115 .....	39.20	
	chk. 574, Geo. Kyrage for Dan		
	Gallagher, ord 126 .....	114.25	
	John Price ord. 125 .....	116.60	
	chk. 575 W. W. Casey for J. R.		
	Evans ord. 122 .....	158.40	
	Mrs. Evans, ord, 123 .....	54.17	
	Forward .....	3100.15	2.50 R

Continuation of C. B. Page 211.

1899.			
Oct.	Bt. Forward .....	3100.15	2.50
23	T. H. George chk. 576 acct.....	75.00	R
24	Voucher acct. ....	3.50	R
	chk. 577 D. W. Walker, Vr. 300.		
24	Str "Rustler" .....	7.15	R
	chk. 577 D. W. Walker, bill Jul. to Sep.		
	incl.		

(Testimony of Nathaniel Green.)

25	N. B. Cash at B. B. (J. R.)	192.90	R
	chk. 578 Mrs. John R. Richards,		
	ord. No. 124	129.40	
	chk. 579 Miller and McKinnon for		
	R. Del Porto ord. No. 118	37.25	
	Frank Barbaris ord. 116	26.25	
<hr/>			
26	N. B. Cash at B. B.	149.10	R
	chk. 580 J. P. Pianfitti, ord. No.		
	127	15.00	
	chk. 581 Fst. Nat'l Bk. for Elmer		
	Olsby ord. No. 121	134.10	
<hr/>			
26	Voucher acct.	191.60	R
	chk. 582 B. M. B. for dft. Cudahay Pkg.		
	Co., 10/17 Vr. 312.		
26	Inst. Disc. and Exch.	.50	R
	chk. 582 B. M. B. ex. dft. Cudahay Pkg.		
	Co. 10/17.		
	Forward	3719.90	2.50

C. B. Page 213.

Oct. Forward 3719.90 2.50

27	N. B. Cash at B. B.	749.40	R
	chk. 583 H. S. Cotton, ord No.		
	129	115.45	
	E. G. Stedham ord. No. 113	75.70	
	chk. 585 R. P. Nelson, for J. J.		
	Durkin, ord. 128	141.10	
	chk. 586 F. C. Hammond ord. 134.		
	chk. 587 Geo. Thompkins ord. 131.	300.00	
		162.15	
<hr/>			
27	Reev. Exp. ck. 588 N. Greene sal.	60.00	R
27	Voucher acct	13.43	R
	chk. 589 F. R. Pingree, Purser, West		
	Coast S. N. Co. Vr. 311.		
28	N. B. Cash at B. B.	2299.95	R
	chk. 590 Wm. Reynolds ord. No.		
	133	217.00	
	chk. 591, Tom Sheppard, Aug.		
	P. R.	76.00	
	chk. 592 John Massa, Aug.	74.95	
	chk. 593 A. Palli, Aug.	73.25	
	chk. 594 Joe Sovano, Aug.	76.05	
	chk. 595 John Cavorta, Aug.	77.75	

(Testimony of Nathaniel Green.)

Continuation of C. B. Page 213

	Bt. Forward .....	6887.68	2.50	
	chk. 598 Peter Fraseo .....	Aug. 73.95		
	chk. 599 Andrew Toncasi ..	Aug. 58.50		
	chk. 600 Peter Painfetti....	Aug. 56.30		
	chk. 602 John Palli .....	Aug. 52.25		
	chk. 603 Jas. Quaranto .....	Aug. 39.25		
	chk. 604 Peter Canavero ...	Aug. 37.50		
	chk. 605 Albert Barbari ...	Aug. 38.70		
	chk. 606 Baptista Tomasi ..	Aug. 91.50		
	chk. 607 T. Moore .....	Aug. 83.50		
	chk. 608 P. R. Kellett .....	Aug. 76.00		
	chk. 609 Geo. Davis .....	Aug. 24.50		
	chk. 610 T. McGrath .....	Aug. 14.00		
	chk. 611 Jas. Riley .....	Aug. 76.50		
	chk. 612 Jos. King .....	Aug. 92.75		
	chk. 613 Ed. Hudson .....	Aug. 8.50—ret.		
	chk. 614 D. Calcin .....	Aug. 27.50		
	chk. 615 John Morrow ....	Aug. 133.31		
	chk. 616 Wm. Fugler .....	Aug. 62.32		
	chk. 617 Gus. Ostrand .....	Aug. 91.40		
	chk. 618 Joe Bound .....	Aug. 69.75		
	chk. 619 Frank Brewer ....	Aug. 68.55		
	chk. 620 J. F. Iverson.....	Aug. 70.15		
	chk. 621 John Moyle .....	Aug. 141.60		
	chk. 622 Ira Lee .....	Aug. 47.50		
	chk. 623 John Weidmarh...	Aug. 9.97		
	chk. Dr. G. Bowlby .....	Aug. 100.00		
28	Voucher acct .....		.53	R
	Chk. 597 Jun. Irn. Wks., Vr. 297.			
28	Str. "Rustler" chk. 597 Jun. Irn. Wks... Bill Aug. and Sep. 99.		20.35	R
28	T. H. George chk. 601 s/c.....		250.00	R
30	Concent. Seward .....		62.91	R
	Dec. shipt. 10/12 est ...\$385.00			
	Retns .....	283.09	1.91	
	Retns .....	283.09	1.91	
	Frgt. shipt. 10/12 .....		33.00	
	Treat. shipt. 10/12 .....		27.73	
31	Receiver's exp. J. J. Clarke, sal. Oct., '99 .....		185.	100.00 R
31	Str. "Rustler" chk. 625, Jun. Fy. and N. Co. Bill, Oct. 31, '99 .....		185.20	R
	Balance .....			93.60
			<hr/>	
		7469.80		196.10

(Testimony of Nathaniel Green.)

C. B. Page 214.

F. D. NOWELL, Receiver.

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M Co.

Receipts.

		Behrends Bank.	Office.
Forward			93.60
1899			
	Nov.		
9	N. B. Concentrates .....	18.00	R
	Seward Concentrates .....	6.00	R
13	"Rustler" .....	12.50	R
	Rec'd for frt, 1-red wire, S. to J. from Str. "Flosie," same chgd. by them to Co. Oct. '99.		

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Forward 130.10

C. B. Page 216.

Nov.	Forward		130.00
17	Seward Bullion acct.....	5500.00	R
	Bar gold wt. 349 oz.		
24	N. B. Concentrates.....	330.00	R
	Seward's Concentrates .....	111.38	R
	Ret's. 269 sax. shpd. 10/27		
25	N. B. Concentrates.....	910.00	R
	Est. val. 385 sax. conc.		
25	Seward concentrates .....	315.00	R
25	N. B. Concentrates, add. ret's. shpd. 11/9		48.00 R
25	Seward concts. add ret's. shpd. 11/9.....		20.00 R
25	Fuel acct. ret'n. ehgs. voucher 334.....		36.50 R
25	Nowell Bros. ret'n. ehgs. voucher 334....		5.50 R
25	Mat'l and Supplies ehgs. voucher 334.....		139.60 R
28	Seward concts.....	124.04	R
	Est.....	380.00	
	Ine. shpmt. 11/9		
	ent. 16/31 rets....	409.76	29.76
		<hr/>	
	Frgt. shpt. 11/9		
	ent. 16/31.....	50.00	
	Tret. shpt. 11/9		
	ent. 16/31.....	44.28	

(Testimony of Nathaniel Green.)

28	Nor. Belle conets.....	261.49	R
	Inc. shpt. 11/9		
	ent. 10/31		
	Est.... ..	1450.00	
	Rets... ..	1453.46	3.46

	Frgt. shpt.		
11/9	ent. 10/31.....	120.00	
	Tre't. shpt. 11/9		
	ent. 10/31.....	138.03	

Forward	7551.91	379.70
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F. D. NOWELL, RECEIVER.

C. B. Page 218.  
 B. B. M. and M. Co.  
 N. B. G. M. Co.  
 Seward G. M. Co.  
 B. M. Behrends. Office.

Receipts.

1899	Forward	7551.91	379.70
	Balance	1274.32	
		8826.23	379.70

C. B. Page 215.

CASH ACCOUNT—November, 1899.

Disbursements.

B. M. Behrends. Office.

1899.  
 Nov.

1899.	Forward	2377.59	
1	N. B. Cash at B. B.....	312.10	R
	Chk. 626 Jun. F. and N. Co.		
	for ord. No. 130 John		
	Minnins .....	32.85	
	Order No. 136 Thos. Mc-		
	Dewit .....	143.50	
	Ord. No. 137 P. Garabaldi..	135.75	
2	Str. "Rustler" .....	269.00	R
	Chk. 627 Oscar Peterson, a/e		
	sal.....	40.00	
	chk. 628 L. L. Steen, a/e		
	sal.....	29.00	
	chk. 629 Jas. Hughes a/e sal.	200.00	

## (Testimony of Nathaniel Green.)

3	N. B. Cash at B. B.....	464.55	R
	Chk. 630 J. F. and Nav. Co. for John Manning, ord. No. 141 .....	131.60	
	Joe Anselin, ord. 143.....	42.00	
	chk. 631 Thos. McGrath, ord. No. 142 .....	110.25	
	chk. 632, Geo. Smith, ord. No. 140 .....	89.70	
	chk. 633 Wm. Luken, ord. 139	91.00	
	-----		
3	Bills payable .....	352.05	R
	chk. 634 B. M. B. a/e. dft. Haas Bro. 11/1/99		
3	Int. Disc. and Exch.....	.90	R
	chk. 634 B. M. B. Ex. Acc. dft. Haas Bro. 11/1/99		
3	F. D. and W. E. Nowell.....		3.50 R
	N. E. Malcolm Recording Aug. 26/99		
6	Receiver's exp. N. Greene acct. sal. ....		10.00 R
8	N. B. Cash at B. B.....	146.15	R
	chk. 635 Jun. F. and N. Co. for F. Dunenbecke ord. No. 135 .....	27.00	
	Joe Anselin ord, 147.....	68.00	
	chk. 637 Geo. McKay ord. 150 .....	50.65	
	-----		
8	Str. "Rustler" .....	50.00	R
	chk. 636 Ed. Thornton a/e sal.		
9	N. B. Cash at B. B.....	64.49	R
	chk. 638 F. R. Pingree for Mrs. Henry Soens ord. 3151	26.10	
	Henry Soens ord. 152.....	38.39	
	-----		
10	N. B. Cash at B. B.....	72.85	R
	chk. 639 H. E. Casebolt, for Wm. Bryant, ord. 146		
	Forward .....	4109.68	13.50

(Testimony of Nathaniel Green.)

Continuation of C. B. Page 215.

1899	Bt. forward .....	4100.68	13.50
Nov.			
10	Str. "Rustler" .....		3.00 R
	F. R. Pingree, Purser, 11/9 for frgt. to Seward, 1-reel- wire rope,		
10	Receiver's exp. ....		60.00 R
	H. Greene, a/c sal. ....	20.00	
	J. J. Clarke, a/c sal. ....	40.00	
		<hr/>	
13	N. B. Cash at B. B. ....	117.18	R
	Chk. 640 Jun. F. and N. Co. for John Weidmark ord. 144 .....	38.03	
	Victor Lindquist ord. 153...	79.15	
		<hr/>	
13	Receiver's exp. ....		19.60 R
	Frgt. wfg. 1-reel wire, S. to J. and ret'd to S. wfg. P. C. S. Co. ....	14.60	
	Wfg. 5000 ft. lumber Oct. '99. ....	5.00	
		<hr/>	
15	Voucher acct. ....	18.00	R
	chk. 641 F. A. Buck and Co. Vr. 317 Forward .....	4244.86	96.10
		<hr/>	

F. D. NOWELL, Receiver.

C. B. Page 217.

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M. Co.

Disbursements.

B. M. Behrends. Office.

1899.			
Nov.	Forward. ....	4244.86	96.10
17	Voucher acct. ....	62.26	R
	Chk. 642 B. M. B. Vr. 318 Gordon and Co. dft. 11/3/99.		
17	Int. Disc. and Ex. ....	.25	R
	Chk. 642 B. M. B. ex. dft. Gordon and Co. 11/3/99.		

## (Testimony of Nathaniel Green.)

20	N. B. Cash at B. B.....	628.00	R
	Chk. 643 John Carlson ord. 154....	78.50	
	Chk. 644 J. F. and N. Co. for E. G. Stedham 161.....	52.75	
	Chk. 645 E. G. Stedham ord. 160— chk. 656.....	165.00	
	Miller and McKinnon, for Martin Gallagher, ord. No. 149.....	49.25	
	Chk. 647 Peter Giacamitte ord. No. 156 for J. Francisco ord. 159.....	134.75	
		<hr/>	
		86.40	
	J. Poanfetti, 158.....	61.35	
21	N. B. Cash at B. B.....	47.00	R
	Chk. 648 Wm. Dowd, ord. No. 163.		
22	N. B. Cash at B. B.....	156.80	R
	Chk. 649 Wm. Muldoon, ord. No. 177.		
23	N. B. Cash at B. B.....	522.05	R
	Chk. 650 D. Calvin, ord. No. 174..	204.50	
	Chk. 651 Phil Larkin, No. 176..	151.05	
	Chk. 652 Joe Sorano, 168.....	166.50	
		<hr/>	
24	N. B. Cash at B. B.....	125.75	R
	Chk. 653 John H. Rudolph, ord. No. 148.....	16.50	
	Chk. 654 Mrs. Mae Hudson for Pat Hudson, ord. No. 148....	56.00	
	Chk. 655 B. M. B. for G. Grundler, ord. 172.....	53.25	
		<hr/>	
25	N. B. Cash at B. B.....	267.05	R
	Chk. 656 B. M. B. for D. W. Durrige, ord. No. 162.....	121.05	
	Chk. 657 B. M. B. for T. Car- miody, ord. 170.....	146.00	
		<hr/>	
25	Voucher acct.....	381.30	R
	Chk. 658 F. R. Pingree, purser, for West. Cost. S. N. Co. Vr. 334.		
25	F. D. Nowell, pd. on acct.....		50.00 R
27	N. B. Cash at B. B.....	73.80	R
	Chk. 659 Mrs. Mae Hudson, for Pat Hud- son, ord. No. 171.		
		<hr/>	
	Forward.....	6509.12	146.10



(Testimony of Nathaniel Green.)

Continuation of C. B. Page 217.

Bt. Forward..... 6509.12 146.10

1899.

Nov. B. M. B. Office.

28	Str. "Rustler".....	46.00	R	
	Chk. 660 C. Z. Stern, sal.			
28	N. B. Cash at B. B.....	483.15	R	
	Chk. 661 Mrs. John Richards, for			
	John Richards, ord. 173.....	295.15		
	Chk. 663 B. M. B. ord. John Dur-			
	kin, 178.....	93.35		
	Ord. J. A. McIntosh 179.....	94.65		
		<hr/>		
28	Voucher acct.....	145.89	R	
	Chk. 662 D. W. Walker Vr. 324..	19.95		
	Chk. 663 B. M. B. dft. J. B. Agen			
	11/21/316.....	63.68		
	Dft. Gordon and Co. 11/17/318...	62.26		
28	Inst. Disc. and Exch.....	.50	R	
	Chk. 663 B. M. B. dft. ex. J. B.			
	Agen, 11/21.....	.25		
	Chk. 663 B. M. B. dft. ex. J. B.			
	Agen, Gordon and Co. 11/16...	.25		
		<hr/>		
28	Voucher Acct. Ju. F. and N. Co.....			.50 R
	Vr. 332.			
28	W. E. Nowell, Nevada.....			10.00 R
	Cafe Bill, 11/27.			
	Frgt. shipd. 11/9 entd. 10/31....	50.00		
	Seward concts. treat. shipd. 11/9			
	ent'd 10/31.....	44.28	94.28	R
		<hr/>		
	Frgt. shipt. 11/9 ent. 10/31.....	120.00		
28	Northern Belle Concts.....	258.03	R	
	Treat. shipt. 11/9 ent. 10/31....	138.03		
		<hr/>		
		7536.97		156.60

## (Testimony of Nathaniel Green.)

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F. D. NOWELL, Receiver.

B. B. M. and M. Co.  
Northern Belle G. M. Co.  
Seward G. M. Co.

## CASH ACCOUNT.

## Disbursements.

B. M. Behrends. Office.

1899.

Nov.	Forward.....	7536.97		156.60
29	Voucher acct.....	265.26	R	
	Chk. 664 Jun. Fn. and N. Co. Vr.			
	333.....	209.90		
	Chk. 667 Ju. In. Wks. Vr. 328....	55.36		
29	N. B. Cash at B. B.....	521.82	R	
	Chk. 664 J. F. and N. Co. for			
	John Durkin, ord. 183.....	62.75		
	W. E. Richardson, ord. 181.....	70.53		
	Chk. 665 J. C. McIntosh, ord. 180.	89.80		
	Chk. 666 Joe Bound, ord. 184....	205.65		
	For J. Weidmark, ord. 185.....	16.69		
	Chk. 668 Fst. N. Bk. Jun. for A.			
	Barbari, ord. No. 166.....	76.40		
29	Receiver's exp. J. J. Clarke's sal.....			60.00 R
29	Voucher Acct. Alaska. Truth, Vr. 298.....			5.00 R
30	Str. "Rustler" B.....	280.00	R	
	Chk. 669 J. F. and N. Co. for coal as per			
	dfts. Capt. Thornton (Co. files).			
30	Seward Bullion Acct.....	174.07	R	
	Dec. bar 9/30 ret'ns	4505.53		
	Est.	4650.00	144.47	
	Frts. bar, 9/30.....	29.60		
30	Gen'l Exp. stamps, chk. book.....	4.00	R	
30	Int. Disc. and Ex. Int. O. D. 10/16 to 11/15	44.11	R	
	Balance.....			158.10
		8826.23		379.70

(Testimony of Nathaniel Green.)

C. B. Page 220.

Receipts.

1899.			
Dec.	Forward.....	158.10	R
13	American G. M. Co. chk. 2339, rec'd.....	102.30	R
	Forward.....	260.40	

C. B. Page 222.

1899.			
Dec.	Forward.....	260.40	
13	Seward Concents.....	94.95	R
	Est.....	315.00	
	Inc. Shpt. 11/25 ret's... 14.98		
	Frgt. shpt. 11/25.....	40.00	
	Tr't shpt. 11/25.....	39.97	
16	Seward Concts.....	16.00	R
	Add. ret'ns, shpt. 11/25.		
16	N. B. Concts.....	30.00	R
	Add. ret'n's, shpt. 11/25.		
16	Mat'l and Supplies.....	4.10	R
	Ret'n chgs. Voucher 354.		
18	Seward Bullion acct.....	89.08	R
	Est.....	5500.00	
	Inc. shpt. 11/17 ret'ns..	5589.08	
19	Mellen M. and M. Co. return their N. B. Bill.....	255.50	R
19	N. B. Hospital Mellen M. and M. Co. a/c. to 11/1/99.....	112.00	R
19	Nowell Bros. Mellen M. and M. Co. a/c. to 11/1/99.....	30.65	R
21	Seward Bullion acct.....	5000.00	R
	Est. bar gold, wgt. 317.55 oz.		
	Forward.....	5184.03	708.65
			C. B. Page 224.
Dec.	Forward.....	5184.03	708.65
20	Rustler rec'd.....		55.00 R
	Forward.....	5184.03	763.65

(Testimony of Nathaniel Green.)

G+96

C. B. Page 226.

F. D. NOWELL, Receiver,

B. B. M. and M. Co.  
 Northern Belle G. M. Co.  
 Seward G. M. Co.  
 B. M. Behrends. Office.

## Receipts.

1899.

Dec.	Forward.....	5184.03	763.65
30	N. B. Bills a/c.....		6.68 R
	Geo. Bach Bills recv.		
30	N. B. Concentrates.....	163.79	R
	Frgt. shpt. 11/26....	75.00	
	Trtm't shpt. 11/26..	88.79	
	Balance.....	4854.48	3.62
		10202.30	773.95

C. B. Page 221.

F. D. NOWELL, Receiver.

B. B. M. and M. Co.  
 Northern Belle G. M. Co.  
 Seward G. M. Co.

## CASH ACCOUNT.

## Disbursements.

B. M. Behrends. Office.

1899.

Dec.	Forward.....	1274.32	
1	N. B. Cash at B. B.....	48.00	R
	Chk. 670 Alas. Tread. G. M. Co. for J. R. Evans, ord. No. 169.		
1	Receiver's exp. N. Greene, acct. salary....		75.00 R
2	Boston Office, T. S. Nowell.....	488.69	R
	Chk. 671, Fst. N. Bk. Juneau, for dft. 197.		
2	Int. Disc. and Exch.....	2.27	R
	Chk. 671 Fst. N. Bk. Juneau protest fees, dft. 197.		
2	Voucher acct.....	5.00	R
	Chk. 672 Shattuck and Co. Vr. 315.		
2	T. H. George, chk. 673 a/c.....	200.00	R

(Testimony of Nathaniel Green.)

4	Str. "Rustler".....	240.00	R
	Chk. 675 Chas. Bohn, sal.....	180.00	
	Chk. Oscar Peterson, sal.....	60.00	
		<hr/>	
4	B. B. Labor acct.....	61.25	C
	Chk. 674 Ed. Thornton, bal. due.		
4	N. B. Labor acct.....	13.75	C
	Chk. 674 Ed. Thornton, act. bal.		
6	Bills paid.....	352.05	R
	Chk. 677 B. M. B. amt. dft. Haas Bros. 12/3/99.		
6	Inst. Disc. and Exch.....	.90	R
	Chk. 677 B. M. B. Ex. on dft. Haas Bros.		
8	N. B. Cash at B. B.....	279.05	R
	Chk. 678 Geo. Kyrage for ord. 164 Martin Gallagher.....	76.00	
	Ord. 165 Albert Barbari.....	65.50	
	Ord. 167 Joe Sorano.....	22.55	
	Ord. 186 Filter, Pallaro.....	40.00	
	Ord. 187 D. Lazarini.....	50.00	
	Ord. 188 Jas. Riley.....	25.00	
		<hr/>	
8	Voucher acct.....	12.50	R
	Chk. 679 Decker Bros. Vr. 251... Vr. 320.....	11.70 .80	
		<hr/>	
8	Str. "Rustler".....	6.02	R
	Chk. 679 Rus. bill, Decker Bros. 12/1.		
8	Receiver's exp. N. Greene sal.....		10.00 R
		<hr/>	
	Forward.....	2983.80	85.00

Continuation of C. B. Page 21.

1899.

Dec.	Bt. Forward.....	2983.80	85.00
11	W. E. Nowell, chk. 680, Paul Riedell bill, 12/11/99.....	25.00	R
11	N. B. Cash at B. B.....	654.77	R
	Chk. 681 Frank P. Brewer, ord. No. 194.....	250.12	
	Chk. 682 H. A. Bevan, ord. 231..	54.00	
	Chk. 683 John Morrow, for W. H. Bryant, ord. 145.....	33.00	
	For C. Belloeni, 157:.....	37.00	
	Chk. 684 Jas. McCloskey, for Harry Young, ord. 189.....	80.65	
	Chk. 685 B. M. B. for G. B. Bowlby, ord. 195.....	200.00	
		<hr/>	

(Testimony of Nathaniel Green.)

11	N. B. Cash at B. B.....	435.70	R
	Chk. 686 Geo. Kyrage for Chas. Peterson, ord. 191.....	207.80	
	John Lindquist ord. 192.....	227.90	
		<hr/>	
11	N. B. Cash at B. B.....		102.30 R
	T. H. George, for Gus Ostrand, ord. No. 46.....	74.25	
	John Fairfield, ord. 138.....	28.05	
		<hr/>	
		4099.27	187.30

C. B. Page 223.

CASH ACCOUNT.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
NORTHERN BELLE G. M. CO  
SEWARD G. M. CO.

Disbursements.

B. M. Behrends. Office.

1899.			
Dec.	Forward .....	4099.27	187.30
13	Voucher acct. Vr. 352 J. F. and N. Co.....		1.00 R
13	Receiver's exp. N. Greene a/e salary.....		20.00 R
13	Seward Concts .....	79.97	R
	Fr't shpt. 11/25 .....	40.00	
		<hr/>	
	Trea'mt. ....	39.97	
14	Receiver's exp. chk. 687, N. Greene, salary	50.00	R
15	Voucher acct .....	301.03	R
	Chk. 688 Jun. Fr. and N. Co. Vr. 340 .....	172.70	
	Chk. 680 Shattuck and Co., act. Vr. 342 .....	128.33	
15	N. B. Cash at B. B.....	82.82	R
	chk. 689 Bach and Hamilton for Victor Lindquist ord. No. 190.		
16	Voucher acct .....	23.55	R
	Chk. 691 F. R. Pingree, Purser, W. C. S. N. Co. Vr. 354 .....	8.65	
	chk. 693 Juneau Irrn. Wks. Vr. 347	14.90	
16	W. E. Nowell .....	6.00	R
	chk. 692 Daily Alas. Disp. Bill 12/1/99.		
16	Str. "Rustler" .....	46.60	R
	chk. 694 Jun. Irrn. Wks. Bill.		

(Testimony of Nathaniel Green.)

18	Nov. '99.		
	Seward Bullion, act. ....	35.00	R
	Fr't Bar 11/17.		
18	Int. Disc. and Exch. ....	47.06	R
	Int. on O. D. 11/16 to 12/15, '99.		
18	N. B. Cash at B. B. ....	292.00	R
	chk. 695 H. C. Tate, ord. No. 198	67.50	
	chk. 696 Ed. Costillo, ord. 205....	224.50	
18	Str. "Rustler" ....	100.00	R
	chk. 697 Jas. Hughes, sal.		
19	W. E. Nowell.....	6.05	R
	chk. 698 A. Stewart Bill Nov. 99		
19	F. D. Nowell, Shattuck and Co. Exp. chgs.		1.25 R
19	Nowell Bros. postage stamps.....		10.00 R
19	F. D. Nowell. pd. on a/c.....		398.15 R
	Forward.....	5169.35	617.70

Continuation of C. B. Page 223.

1899	Bt. Forward,.....	5169.35	617.70
Dec.			
20	Voucher acct. Vr. 321 Alaska Drug Co.....		1.25 R
20	N. B. Cash at B. B.....	2838.23	R
	chk. 699 W. Fulger, ord. No. 222..	66.14	
	chk. 700 D. H. McDonald ord. No.		
	213 .....	125.00	
	chk. 701—Pete Canavero ord. No. 215		
	.....	252.95	
	chk. 702—Veto Valcozens 228....	34.75	
	chk. 703—Peter Painfetter 227...	31.75	
	chk. 704—J. Quaranto Ord. 214..	242.90	
	J. Quaranto Ord. 225..	216.05	
	chk. 705—John Masso Ord. 223..	246.15	
	chk. 706—Antone Palli Ord. 221..	255.00	
	chk. 707—Louis Affa Ord. 211....	85.50	
	chk. 709—Pat Sullivan Ord. 229..	34.50	
	chk. 710—John Morrow Ord. 193.	415.89	
	chk. 711—Andrey Tomasi Ord.		
	219 ....	254.75	
	chk. 712—John Palli Ord. 220....	246.05	
	chk. 713—John Coraty Ord. 218..	35.75	
	chk. 714—Walter Raymond 206..	295.10	
	Forward.....	8007.58	618.95

## (Testimony of Nathaniel Green.)

C. B. Page, 225.

1899			
		Forward.....	8007.58      618.95
Dec.			
20	N.B. Cash at B. B.....	151.75	R
	Ck. 715 Ed. Thornton for H. C.		
	Take ord. 199.....	21.75	
	P. Bareon ord. 201.....	19.25	
	J. Riley ord. 203.....	32.00	
	ck. 716 W. W. Carty for B. Bareon		
	ord. 200.....	49.50	
	ck. 717 J. Welsh ord. 230.....	29.25	
		<hr/>	
20	N. B. cash at B. B. ....		55.00 R
	D. H. McDonald ord. 213.....	4.00	
	Pete Carravero ord. 215.....	4.00	
	Veto Vulcazeno ord. 228.....	4.00	
	Peter Painfetti ord. 229.....	4.00	
	J. Quaranto ord. 214.....	4.00	
	John Massa ord. 223.....	4.00	
	Antone Palli ord. 221.....	4.00	
	Louis Affa ord. 211.....	4.00	
	Pat. Sullivan ord. 229.....	3.00	
	Andrew Tomasi ord. 219.....	4.00	
	John Palli ord. 220.....	4.00	
	Jas. Coraty ord. 218.....	4.00	
	P. Bascon ord. 200.....	4.00	
	J. Welch ord. 230.....	4.00	
		<hr/>	
22	N. B. Cash at B. B.....	68.65	R
	chk. 718 Mrs. Hudson for Pat.		
	Hudson ord. 309		
22	Recv. Labor .....	6.27	R
	chk. 718 Mrs. Hudson for Pat.		
	Hudson Aug. '98, P. R.		
23	N. B. Cash at B. B. ....	956.51	R
	ck. 719 N. H. B. a/e John Camp-		
	bell ord. 204.....	116.12	
	ck. 720 C. F. Likens, ord. 226.....	148.16	
	ck. 725 Geo. Davis ord. 212.....	185.30	
		<hr/>	
	Forward.....	9190.76	<hr/> 673.95



(Testimony of Nathaniel Green.)

Continuation of C. B. Page 225.

1899

	Bt. Forward,	9190.75	673.95
Dec.			
	chk. 726 Geo. Kyrage, orders.		
	J. Riley 202.....	220.00	
	Mrs. W. Raymond 207.....	47.77	
	chk. 730 John Richards—232....	145.25	
	chk. 731 T. H. George—orders—		
	Wm. Barch No. 196.....	45.75	
	John Fairfield No. 224.....	48.16	
		—	
23	S. F. Office.....	48.00	R
	chk. 722 Fst. Nat'l. Bbk. Juneau		
	dft. Union Iron Wks.		
	12/2. Bill 8/29.....	10.00	
	Bill 8/29.....	38.00	
		—	
23	N. B. Labor acct.....	8625	R
	chk. 724 Ed. Thornton, Bal. N. B. Labor		
	act.		
23	Maintenance acct.....	43.35	R
	ck. 727 B. Cunningham, repairing, en-		
	gine at Seward, note: W. E. N.		
	12/28/99.		
23	Str. "Rustler".....	35.00	R
	ck. 728 W. Brownfield ac. sal.		
23	Voucher acct.....		
	chk. 729 D. W. Walker Vr. 349.		
23	Str. "Rustler".....	40.00	R
	chk. 732 C. Stern ac. sal.		
26	N. B. Cash at B. B.....	58.50	R
27	Rec'r. Exp. J. J. Clarke, sal.....		100.00 R
	Forward.....	9533.44	773.95
		—	—

## (Testimony of Nathaniel Green.)

C. B. Page 227.

## F. D. NOWELL, RECEIVER.

		B. B. M. and M. Co. Northern Belle G. M. Co. Seward G. M. Co. B. M. Behrends. Office.	
1899	Forward .....	9533.44	773.95
Dec.			
29	Receiver's expense N. Greene, a/c salary..	175.00	R
30	Boston Office.....	317.40	R
	chk. 735 Fst. Nat'l. Bk. Juneau, for dft. No. 200 retr'nd.		
30	Inst. Disc. and Exch.....		
	chk. 735 Fst. Nat'l. Bk. Juneau, for prot. fees, dft. 200,		
30	N. B. Concentrates.....	171.49	R
	Dec. shpt. 11/25, Est.....	910.00	
	Ret.....	902.30	7.70
		<hr/>	
	Frgt. Shpt. 11/25.....	75.00	
	Treat Shpt. 11/25.....	88.79	
		<hr/>	
		10202.30	773.95
		<hr/>	<hr/>

C. B. Page 228.

## F. D. NOWELL, RECEIVER,

		B. B. M. and M. Co. Northern Belle G. M. Co. Seward G. M. Co.	
1900.	Receipts.		
Jan.			B. M. Behrends. Office.
19	Str. "Rustler" rec'd.....		36.00 R
19	N. B. Cash at B. B. Bd. ded. ord. 234 Chas. Warren.....		7.00 R
22	Receiver's certificate to B. M. Behrends.. Cert. 3—a 10 per cent interest 90 ds. from date	5000.00	R
23	Bills payable.....		500.00 R
	due bills 1/23/99 to Jos. King		
23	Seward Bullion.....	70.49	R
	Inct. shpt. 12/21		
	Est.....	5000.00	
	Rets.....	5070.49	
		<hr/>	
	Forward .....	5070.49	543.00
		<hr/>	<hr/>

(Testimony of Nathaniel Green.)

C. B. Page 230.

1900.	Forward.....	6070.49	543.00
31	American G. M. Co. rec'd.....		57.50 R
	Balance.....	7713.46	
		<hr/>	<hr/>
		12783.95	600.50

C. B. Page 229.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
NORTHERN BELLE G. M. CO.  
SEWARD G. M. CO.

Disbursements.

1900			
Jan.	Forward.....	4854.48	3.62
3	F. D. Nowell, No. 2 Boy pkg. coal to W. house .....		.50 R
5	Str. "Rustler" .....	90.00	R
	chk. 736 Ju. F and N. Co. ord. E. Thorn- ton on 12/8/99 for coal		
5	Voucher acct.....		3.50 R
	Vr. 371 Farnum and Saum..... .50		
	Vr. 374 P. C. S. S. Co..... 3.00		
8	Voucher acct.....	1880.35	R
	chk. 737 B. M. B. Vr. 272 .....	448.39	
	Vr. 292.....	193.61	
	Vr. 329.....	392.32	
	Vr. 341.....	778.58	
	Vr. 366.....	67.45	
		<hr/>	
8	Str. "Rustler" .....	79.88	R
	Chk. 737 B. M. Behrends, bill Dec. '99..		
16	Voucher acct.....		3.50 R
	Vr. 302 M. A. Emerton..... 2.00		
	323 M. A. Emerton..... 1.50		
		<hr/>	
17	Str. "Rustler" .....	108.50	R
	Chk. 738 Pacific Coast Co. dock and water, Oct. and Nov. and Dec. ....	60.00	
	Coal bill .....	48.50	
		<hr/>	
19	N. B. Cash at B. B.....	819.75	R
	Chk. 739 Ed. Carmody ord. 235..	105.35	
	740, Wallace Andrew ord. 237....	344.50	
	741, Chas. Wanen ord. 234.....	267.25	
	742, Geo. Bach for Pat Hudson, ord. 210 .....	12.15	
	V. Lindquist 236.....	90.50	

## (Testimony of Nathaniel Green.)

19	N. B. Cash at B. B.....		43.00	R
	Ord. 234 Chas. Wanen.....	11.00		
	Ord. 210 Pat Hudson.....	24.00		
	Ord. 237 Wallace Andrews.....	4.00		
	Ord. 235 Ed. Carmody.....	4.00		
20	Voucher acct. ....	4.50		R
	Chk. 743 Alaska Dis. Vr. 260.			
22	N. B. Cash at B. B.....	548.95		R
	Chk. 744 Neil McCush ord. 241..	285.30		
	Ord. 745 L. McKinnon for Henry Young, No. 252.....	151.35		
	746, J. H. Rudolph for W. C. Gans, ord. No. 233.....	65.30		
	Ck. 747, Wm. Cober ord. 244....	47.00		
28	Boston Office T. S. Nowell.....	548.84		R
	Ck. 748 B. M. B. dft. 198 ret'd.			
29	Int. account.....	26.89		R
	Chk. 748 B. M. B. int. on dft. 198 ret'd.			
	Forward.....	8961.94	54.12	

## Continuation of C. B., Page 229.

1900				
Jan.	Bt. forward.....	8961.94	54.12	
22	American G. M. Co.....	2465.87		R
	Chk. 748 on a/c.....			
23	N. B. Cash at B. B.....		500.00	R
	Joe King, ord. 251			
23	Inst. Account, int. O. D. 12/16 to 1/15....	60.37		R
23	Seward Bullion frgt. shpt. 12/21/99.....	31.80		R
	Forward.....	11519.98	554.12	
	C. B. Page 231.			
	Forward.....	11519.98	554.12	
23	N. B. Cash at B. B.....	374.42		R
	Chk. 749 Joe King, ord. 251....	172.30		
	Chk. 750 L. McKinnon for J. T. I. Meson No. 240.....	132.50		
	Ck. 751 B. M. B. for J. T. I. Imeson, No. 240.....	69.62		
23	F. D. Howell, chk. 752, his acct.....	189.65		B
25	Str. "Rustler" .....	66.00		B
	Ck. 753 C. Bohun a/c sal.			

(Testimony of Nathaniel Green.)

29	Str. "Rustler" .....	30.00	R	
	Ck. 754 Mrs. T. Latham a/c M. Campbell 1 boat, ord. Ed. Thornton, 1/25			
29	F. D. and W. E. Nowell.....			1.50 R
	M. E. Malcolm, recording.			
29	Receiver's exp. ....	60.00	R	
	Ck. 755 N. Greene, a/c sal.			
31	N. B. Cash at B. B.....	452.75	R	
	Ck. 756 B. M. Behrends for			
	John Surrney ord. 253.....	72.00		
	John Surrney ord. 238.....	70.00		
	Gus Grundler ord. 257.....	57.00		
	Wm. Deyo ord. 258.....	253.75		
		<hr/>		
31	Rec. Exp. J. J. Clarke, a/c sal.....			44.85 R
31	Rec. Exp.....	55.15	R	
	Ck. 757 J. J. Clarke a/c sal.			
31	Voucher a/c.....	36.00	R	
	Ck. 758 Jun. and Doug. Tel. Vr. 375....			
	Balance.....			.03
		<hr/>		
		12783.95		600.50

C. B. Page 232.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO  
NORTHERN BELLE G. M. CO.  
SEWARD G. M. CO.

Receipts.

Behrends Bank. Office.

1900				
Feb.	Forward.....			.03
9	American G. M. Co. recd.....			211.13 R
11	N. B. Concentrates.....	1715.00	R	
	Est. shipt. 407 sax.			
11	Seward Conets.....	500.00	R	
	Est. shpt. 182 sax.			
13	American G. M. Co. recd.....			.75 R
		<hr/>		
	Forward.....	2215.00		211.91

C. B. Page 234.

Feb.	Forward	2215.00		211.91
28	Seward Conets. add rest. shipt 2/11/00....			16.00 R
28	N. Belle conets. add retus. shpt. 2/11/00..			32.00 R
	Balance.....	9615.81		
		<hr/>		
		11830.81		259.91

(Testimony of Nathaniel Green.)

C. B. Page 233.

## F. D. NOWELL, RECEIVER.

			B. B. M. and M. Co.
			Northern Belle G. M. Co.
			Seward G. M. Co.
1900			B. M. Behrends. Office.
Feb.	Forward.....	7713.46	
1	Voucher acct.....	6.00	R
	Ck. 759 Price Bros. Vr. 348.		
1	N. B. Cash at B. B.....	96.50	R
	Ck. 760 Ed. Thornton for W. Guill, ord. No. 243.		
2	N. B. Cash at B. B.....	106.00	R
	Ck. 761 Mrs. John Richards for John Rich- ards, ord. 256.		
2	Inst. a/c.....	9.20	R
	Ck. 762 Alas. Meat Co. disc. bills, 12/4/99.		
2	N. B. Cash at B. B.....	111.85	R
	Ck. 763 B. M. B. for J. Laidlaw, ord. 261.		
3	N. B. Cash at B. B.....	198.30	R
	Ck. 764 A. Barbari, ord. No. 260,		
5	N. B. Cash at B. B.....	372.40	R
	Ck. 765 Almo Olsby ord. No. 264. 284.25		
	Ck. 766 Miller and McKinnon for V. Lindquist ord. 262.....	88.15	
6	Str. "Rustler".....	30.00	R
	Ck. 767 Ed Thornton a/c sal.		
6	N. B. Labor a/c.....	81.62	R
	Ck. 768 B. M. B. for W. Fugler bal. a/c.		
6	B. B. Labor a/c.....	103.75	C
	Ck. 768 B. M. B. for W. Fugler bal. a/c.		
6	Nowell Bros.....	10.00	R
	Ck. 770 R. P. Nelson P. O. stamps B. B. store.		
6	N. B. Cash at B. B.....	104.92	R
	Ck. 771 W. Bureh ord. 263.....	30.17	
	Ck. 772 Mrs. Frank Stoll, ord 259.	74.75	

(Testimony of Nathaniel Green.)

7	T. H. George B. B. M. and M. Co. a/c.....	14.25	c
	Ck. 773 Wm. Burch ord. T. H. G. 2/7.		
7	Str. "Rustler".....	18.00	R
	Ck. 774 Geo. E. Leitch.		
9	Bills payable.....	210.38	R
	Fst. N. Bk. Juneau, Sept. dft. 2/6, Good- year Rubber Co.		
9	Rec. exp.....	.75	
	Fst. N. Bk. Juneau, exch. on septd. dft. 2/6 Goodyear Rub. Co.		
12	"Rustler" ck. 775 Jas. Hughes, a/c sal.....	200.00	R
	Forward.....	9175.25	211.13

Continuation of C. B. Page 233.

1900	Bt. Forward.....	9175.25	211.13
12	N. B. Cash at B. B.....	220.10	R
	Ck. 776 L. McKinnon for L. McCush ord. 242.....	20.10	
	Ck. 770 B. M. B. for G. B. Bowlby ord. 267.....	200.00	
12	Inst. a/c.....	42.90	R
	Ck. 778, Alaska Meat Co. Bills 1/25.....	31.87	
	Bills filed in Amer. Co.....	11.03	
	Forward.....	9438.25	211.13

C. B. Page 235.

F. D. NOWELL, Receiver.	B. M. Behrends. Office.
Feb. Forward.....	9438.25 211.13
13 Voucher Acct.....	.75 R
Jun. F. and N. Co. Vr. 373.....	.25
Vr. 384.....	.50
14 Rec. Exp.....	50.00 R
Ck. 780 J. Biernan a/c F. D. N.	
15 F. D. Nowell.....	5.00 R
Ck. 780 J. Biernan a/c F. D. N	
15 Str. "Rustler".....	25.00 R
Ck. 781 Ed Thornton sal.	
16 Bills payable.....	88.10 R
ck. 782 Fst. N. B. Juneau, acpt. dft. Good- year Rubber Co. 1/29.	
16 Rec. exp.....	.25 R
Ck. 782 Fst. Nat'l Bk. Jun. acpt. dft exch. Good. Rub. Co.	

## (Testimony of Nathaniel Green.)

17	Inst. a/c.....	569.12	R
	Inst. on O. D. 1/16 to 2/15.....	69.12	
	Disc. on Recv. cert. 3-a.....	500.00	
17	Recv. Exp.....	1.00	R
	Rev. stps. on Recv. cert.		
19	Vr. a/c.....	30.40	R
	Ck. 783 Shattuck and Co. for Sullivan Match Co. Vr. 386.		
20	Recv. Exp. ....	84.00	R
	Ck. 784 J. J. Clarke a/c sal.....	34.00	
	Ck. 785 N. Greene a/c sal.....	50.00	
21	Str. "Rustler".....	18.00	R
	Ck. 786 R. States Rus. labor,		
21	F. D. Nowell, ck. 787 a/c.....	25.00	R
22	Str. "Rustler"....	50.00	R
	Ck. 788 Ed Thornton a/c sal.		
26	N. B. Cash at B. B.....	1046.69	R
	Ck. 789 V. Lindquist ord. 282....	70.77	
	Ck. 790 Jas. Kenedy for J. Camp- bell, ord. 278.....	27.60	
	Ck. 791 Tom Shepperd ord. 279...	408.01	
	Ck. 792 Geo. Ross for J. Campbell ord. 281.....	52.25	
	Ck. 793 B. M. Behrends for P. Gia- cometto, No. 272.....	117.22	
	Forward.....	11430.81	211.88
	Continuation of C. B. Page 235.		
1900.			
Feb.	Bt. Forward....	11430.81	211.88
26	Ck. 794 W. Deyo No. 273.....	108.40	
	Ck. 795 John Surrney No. 277...	73.92	
	Ck. 796 Ed Thornton for John Ru- doiph No. 250.....	85.02	
	Ck. 797 Mrs. John Richards for John Richards No. 274.....	103.50	
26	B. B. M. and M. Co.....	50.00	R
	Ck. 798 T. H. George a/c B. B. balance.		
28	Recv. Expense of J. J. Clarke sal.....		16.00 R
28	B. B. M. and M. Co. 2 Ind. tickets, redeemed.		2.00 R
28	Voucher a/c.....	350.00	R
	Ck. 799 Str. Farallon, Vr. 387.		
	Balance.....		30.03
		11830.81	259.91



(Testimony of Nathaniel Green.)

C. B. Page 236.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.

NORTHERN BELLE G. M. CO.

SEWARD G. M. CO.

Receipts.

		B. M. Behrends.	Office.
1900.			
Mar.	Forward.....		30.03
3	American G. M. Co. Rec'd.....		40.00 R
6	N. B. Concentrates.....	171.60	R
	Frts. shpt. 2/11.....	83.00	
	Treat shpt. 2/11.....	88.60	
6	Seward Concts.....	78.28	R
	Frts. shpt. 2/11.....	37.00	
	Treat. shpt. 2/11.....	41.28	
13	American G. M. Co. rec'd.....		20.00 R
16	Seward Bullion a/c.....	7500.00	R
	Bar gold, egt. 471 oz.		
16	N. B. Concentrates 98 sax. cinde. ore.....	600.00	R
17	Str. "Rustler" rec'd.....		90.55 R
	Forward.....	8349.88	180.58

C. B. Page 238.

F. D. NOWELL, RECEIVER.

1900	Forward.....	8349.88	180.58
Mar.			
17	Str. "Rustler" rec'd.....		38.00 R
19	Str. "Rustler" rec'd.....		20.00 R
22	Bills a/c Geo. Bach.....		10.65 R
	Forward.....	8349.88	249.23

B. M. B. Office.

C. B. Page 240.

F. D. NOWELL, RECEIVER.

1900.			
Mar.	Forward.....	8349.88	249.23
23	Full a/c.....		845.88 R
	76.06 tons coal Juneau F. and N. Co.		
	7.67, per str. Farallon Vrs. 387-394-		
	395.....	583.38	
	Reb. chgs. Vr. 395.....	262.50	

(Testimony of Nathaniel Green.)

23	Cash—Ck. 807 3/14.....	650.00	
	cancel'd.		
29	Seward Concentrates.....	895.70	R
	Est. Val. 642 sax. (Note: shipd. as 600		
	sax. N. B. Conc. Est. \$2500).....		30.00 R
30	American G. M. Co. Rec'd.....		11.50 R
30	Str. "Rustler" rec'd.....		
31	Str. "Rustler" rec'd.....		8.00 R
	Balance.....	7334.64	
		<hr/>	
		17230.22	1144.61
		<hr/>	<hr/>

C. B. Page 237.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
 NORTHERN BELLE G. M. CO.  
 SEWARD G. M. CO.

CASH ACCOUNT—March, 1900.

Disbursements.

<b>Mar.</b>			B. M. Behrends. Office.
	Forward.....	9615.81	
1	Recv. Exp. J. J. Clarke's sal.....		30.00 R
2	N. B. Cash at B. B.....	254.90	R
	Ck. 800 Martin Gallagher ord. No. 280.		
3	F. D. and W. E. Nowell.....	5.00	R
	Ck. 801 Norman Malcolm recording		
	papers.		
3	Recv. Expenses J. J. Clarke, sal.....		40.00 R
6	N. B. Concentrates.....	398.71	R
	Est.....	1715.00	
	Ret.....	1487.89	
		<hr/>	
	Dec. shpt. 2/11.....	277.11	
	Frgt. shpt 2/11.....	83.00	
	Treat. shpt. 2/11.....	88.60	
		<hr/>	
6	Seward Concentrates.....	152.72	R
	Est.....	500.00	
	Rets.....	425.56	
		<hr/>	
	Dec. shpt. 2/11.....	74.44	
	Frgt. shpt. 2/11.....	37.00	
	Treat. shpt. 2/11.....	41.28	
		<hr/>	

(Testimony of Nathaniel Green.)

9	Str. "Rustler".....	14.00	R
	Ck. 802 Wm. Orenshaw a/c labor,		
13	F. D. Nowell.....		20.00 R
13	Voucher a/c.....	1.50	R
	Ck. 803 Jun. and Dg. Tel. Vr. 389.		
14	N. B. Cash at B. B.....	591.96	R
	Ck. 804 C. Moore ord. 384....	510.65	
	Ck. 805 Gus Grindler for J.		
	Weidmark, ord. 284.....	45.81	
	John Burch ord. 284.....	35.50	
		<hr/>	
14	Voucher a/c.....	720.65	R
	Ck. 806, J. J. Clarke for J. M.		
	Tenney, Dep. Col. Vr. 394..	76.65	
	Ck. 807 Str. Farallon Vr. 395..	650.00	
		<hr/>	
15	N. B. Cash at B. B.....	30.10	R
	ck 808 Lóchee McKinnon for		
	John Burch ord. 285.....	7.10	
	John Dellonia ord. 287.....	12.00	
	Wm. Londki ord. 289.....	11.00	
		<hr/>	
17	N. B. Cash at B. B.....	1344.84	R
	Ck. 809 H. Patterson ord. 318..	99.50	
	Ck. 810 W. E. Brown, ord. 321.	73.08	
	Ck. 811, C. Weppler, part, ord.		
	316 (244).....	118.05	
	Ck. 812, R. McMillan, No. 295	40.75	
	Ck. 812, John Francisco 304..	47.75	
	Ck. 814, B. M. B. fr. P. Giaco-		
	metto No. 271.....	32.25	
	Ck. 815, Ira Lee, part, 313		
	(448.85).....	142.85	
	816, Frank Stall ord. 311.....	144.45	
		<hr/>	
		13219.99	90.

Continuation of Cash Book P. 237.

1900. Bt. Forward...13129.99 90.00

Mar.

17.	Ck. 817, J. Hazlett, No. 319.....	123.10
	Ck. 818, John Burris part, No.	
	300 (458.58).....	150.00
	Ck. 819, Jim Cavota, part, No.	
	298 (432.40).....	150.00
	Ck. 820, John Morrow, part No.	
	314 (262.91).....	58.71

(Testimony of Nathaniel Green.)

for Fairfield

Ck. 821, Wm. Fugler, part No. 302  
(252.50).....157.95

17 P. Giacometto..... 500.00 R  
Ck. 822, Chas. Bellomini.....250.00  
Ck. 823 Angelino Bellomini.....250.00

17 N. B. Cash at B. B..... 90.55 R  
W. Fugler part ord. 302 (252.50).

136239.99 180.55

C. B. Page 239.

B. M. Behrends. Office.

F. D. NOWELL, RECEIVER.

Mar.

Forward.....13629.99 180.55

17 N. B. Cash at B. B..... 38.00 R  
H. Patterson part ord. 318  
(103.50)..... 4.00  
C. Wepler, part ord. 316  
(244.11)..... 4.00  
R. McMillan, part ord. 295  
(44.75)..... 4.00  
Ira Lee, part ord..... 313  
(448.85)..... 6.00  
Frank Stall, part ord.. 300 (148.45)  
..... 4.00  
John Bruno, part ord. 300 (458.58)  
..... 4.00  
Jim Cavorta, part ord. 298 (432.40)  
..... 4.00  
W. Fugler, part ord. 302 (252.50)  
..... 4.00  
John Morrow, part ord. 314 (262.71)  
..... 4.00

17 N. B. Cash at B. B..... 550.85 R  
Ck. 824 J. T. Imeson part, ord. 312  
(258.55).....254.55  
Ck. 825 D. W. Burridge part ord.  
317.....296.30

19 N. B. Cash at B. B..... 782.48 R  
Ck. 826 Geo. Kyrage for John Mat-  
thews pt. ord. 305 (378.90....189.45  
C. Bellemino, ord. 303..... 42.75  
Jian Pianfitti, ord. 307..... 46.60

(Testimony of Nathaniel Green.)

Wm. Londki, ord. 288 (44.75).	40.75
Joe Anselin ord. 308 (54)....	50.00
Louis Affa, ord. 290 (43)....	39.60
Ck. 827. F. Henilla for J. A. Campbell, ord. 266.....	41.42
W. C. Ganns, ord. 265.....	46.75

Forward.....	14963.32	218.55
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Continuation. C. B. Page 239.

Mar.

1900.	Bt. Forward.....	14963.32	218.55
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19	John Weidmark ord. 301.....	41.95
	Gus Grundler, ord. 283.....	120.15
	W. C. Ganns, ord. 299.....	67.40
	Henry Soens, ord. 254.....	56.26

19	P. Giacometto .....	1268.79	R
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Ck. 828, P. Giacometto.....	473.46
Ck. 849, John Francisco.....	295.33
Ck. 830, Geo. Kyrage for Paul Teretto .....	250.00
Jim Pianfetti .....	250.00

19	Voucher Acet., ck. 831, Fst. Nat'l Bk., Juneau, dft. 3/7/'00, Gates Irn. Wks. Vr. 286.....	73.77	R
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19	Recv. Exp.....	.25	R
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Ck. 831, Fst. Nat'l Bk.  
Jun. ex. dfy. Gates In. Wks.

19	N. B. Cash at B. B.....	20.00	R
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J. J. Imeson, part ord. 312.. (258.55).....	4.00
John Mathews, part ord. 305 (378.90) .....	4.00
Louis Affa, pt. ord. 290 (43.00) .....	4.00
Joe Anselin, pt. ord. 308 (54.00) .....	4.00
Wm. Londki, pt. ord. 288 (44.75) .....	4.00

22	N. B. Cash at B. B.....	10.65	R
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Geo. Bach for Pat Dolan.  
ord. 292 (44.75)

22	F. D. Nowell, ck. book 3/12.....	1.00	R
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22	Recv. exp. tel. to Dawson.		
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## (Testimony of Nathaniel Green.)

	H. B. Ames.....'	3.75	R
22	Inst. Acct. int. on O. D. 2/16 to 3/15 .....	80.00	
22	N. B. Cash at B. B..... Chk. 832, Geo. Bach for Pat. Dolan, ord. 292 (44.75.)	34.10	R
22	San Francisco .....	41.30	R
	Chk. 833, Fst. N. B., Jun. dft. 3/6/00. Cahn Nickerlberg Co.		
22	Recv. Exp.....	.15	R
	Chk. 833, Fst. N. Bk., Jun. ex. dft. 3/6. Cahn—N. and Co.		
	Forward.....	16466.43	249.20

C. B. Page 241.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
NORTHERN BELLE G. M. CO.  
SEWARD G. M. CO.

CASH ACCOUNT—March, 1900.

Disbursements.		B. M. B.	Office.
1900.	Forward.....	16466.43	249.20
Mar.			
23	N. B. Cash at B. B..... Chk. 834, F. Hanilla for C. Lukens, ord. 268.....	45.25	R
	Chk. 835, Alas. Drug Co. for John Matthew, 306.....	27.75	
23	American G. M. Co. pd. them.....		81.35 R
23	Cash ck. 807 3/14 cancel'd.....		650.00 R
26	Str. "Rustler"..... Chk. 836, W. R. States—labor.	19.50	R
26	Boston Office, T. S. Nowell, dft..... Chk. 837, Fst. Nat'l Bk., Juneau, 203 S. Blum and Co.	215.32	R
26	Interest a/c..... Chk. 837, Fst. Nat'l Bk., Juneau, Int. and Prot. fees, dft. 203.	7.32	R
26	N. B. Cash at B. B..... Chk. 838, S. Garfinkler for Wm. Fugler, ord. 309.	19.00	R
26	American G. M. Co. pd. on a/c.....		114.50 R
30	Recv. Exp. J. J. Clarke, a/c.....		30.00 R

(Testimony of Nathaniel Green.)

30	N. B. Cash at B. B.....	25.00	R	
	Ck. 839, M. Burnett, part ord. 335			
	(29.00)			
30	N. B. Cash at B. B.....			11.50 B
	M. Burnett, part, ord. 325 (29.00)..	4.00		
30	Pat Dolan, part ord. 297.....	7.50		
31	N. B. Cash at B. B.....	332.40	R	
	Ck. 840, G. B. Bowlby, part ord.			
	320 (115.40), Bowlby, part ord.			
	326 .....	107.40		
	Ck. 841, C. E. Tibbits for.....	125.00		
		<hr/>		
	Ira Lee, part ord. 313 (448.85)...	100.00		
31	F. D. Nowell, ck. 842, C. Wells a/c. F.			
	D. N.....	100.00	R	
31	N. B. Cash at B. B.....			8.00 R
	G. B. Bowlby, part ord. 320 (115.40)..			.06
		<hr/>		
	Balance.....	17320.22		1144.61

C. B. Page 242.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.  
N. B. G. M. CO.  
SEWARD G. M. CO.

Receipts.

1900.		B. M. B.	Office.	
Apr.	Balance		.06	
4	American G. M. Co. ck.....		1.50	R
7	N. B. Concentrates.....	40.31		R
	Frt. shpt. ore. 3/16.....	20.00		
	Treat. shpt. ore. 3/16.....	20.31		
		<hr/>		
10	Str. "Rustler" Rec'd.....		4.00	R
14	Seward Concentrates .....		50.00	R
	Add. retns. shipt. 3/29/'0.....			
		<hr/>		
		40.31	55.56	

C. B. Page 244.

1900.				
Apr.	Forward	40.31	55.56	
17	Str. "Rustler" rec'd.....		4.00	R
17	F. D. Nowell rec'd.....		100.00	R
		<hr/>		
		40.31	159.56	

(Testimony of Nathaniel Green.)

C. B. Page 246.

1900.			
Apr.	Forward	40.31	159.56
25	Seward Concentrates.....	232.10	R
	Frt. Shipt. 3/29 .....	125.00	
	Tret. Shipt. 3/29 .....	107.10	
30	Str. "Rustler" rec'd.....		35.50 R
	Balance.....	10250.85	
		<hr/>	
		10523.26	195.06
		<hr/>	

C. B. Page 245.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.

N. B. G. M. CO.

SEWARD G. M. CO.

## CASH ACCOUNT.

## Disbursements.

1900.		B. M. B.	Office.
Apr.	Balance.....	7334.64	
2	Recv. Exp.....	145.00	R
	Ck. 843, 3/31, J. J. Clark's sal....	20.00	
	Ck. 844, J. H. Cobb. atty.....	125.00	
		<hr/>	
2	Str. "Rustler".....	18.00	R
	Ck. 845, Wm. Orenshaw, labor.		
3	Str. "Rustler".....	108.00	R
	Ck. 846, W. E. Brown, labor.....	3.00	
	Ck. 847, Jas. Hughes, sal.....	100.00	
		<hr/>	
3	Recv. Expense .....	15.00	R
	Ck. 848, N. Greene, sal.		
4	Voucher a/c E. Valentine, Vr. 363.....		1.50 B
4	W. E. Nowell, ck. 849, E. Valentine bill to date .....	9.00	R
4	Str. "Rustler" ck. 850, Ed. Thornton...	50.00	R
5	Recv. Expense .....	25.00	R
	Ck. 851, N. Greene a/c, sal.		
6	W. E. Nowell, ck. 852, a/c.....	25.00	R
7	N. B. Concentrates .....	53.41	R
	Est.....	60.00	
	Rets.....	586.90	
		<hr/>	
	Dec. shipt. ore 3/16.....	13.10	
	Frt. shipt. ore 3/16.....	20.00	
	Treat. shipt. ore 3/16.....	20.31	
		<hr/>	



(Testimony of Nathaniel Green.)

10	Voucher a/c.....	130.62	R	
	Ck. 853, Alas. Meat Co. Vr. 397.			
11	Str. "Rustler".....	52.22	R	
	Ck. 853, Alas. Met. Co.			
	Mar. '00.			
10	N. B. Cash at B. B.....	227.25	R	
	Ck. 854, Geo. Kyrage for D. Lazzonini,			
	ord. 246 (231.25)			
10	N. B. Cash at B. B.....			4.00 R
	Geo. Kyrage for D. Lazzonini, ord. 246			
	(231.25)			
12	W. E. Nowell.....	2.00	R	
	Ck. 855, W. E. Mulhollan bill, 3/31/00.			
12	Str. "Rustler".....	50.00	R	
	Ck. 856, Ed. Thornton.			
14	Reev. Exp.....	20.00	R	
	Ck. 857, J. J. Clarke a/c sal			
14	N. B. Cash at B. B.....	200.00	R	
	Ck. 858, Jon Morrow, bal. ord. 314			
	(262.71)			
14	B. B. M. and M. Co.....	123.06	C	
	Ck. 859, T. H. George, bal. B. B. a/c.			
14	T. H. George, ck. 859, a/c.....	1.94	R	
14	F. D. Nowell, pd. on a/c.....			50.00 R
17	Inst. a/c int. O. D. 3/16 to 4/15/00.....	101.80	R	
17	Reev. Exp. Ck. Bk.....	3.85	R	
	Forward.....	8695.79		55.50

C. B. Page 245.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.

N. B. G. M. CO.

SEWARD G. M. CO.

B. M. B. Office.

CASH ACCOUNT.

Disbursements.

1900.

Apr.

	Forward.....	8695.79		55.50
17	Seward Bullion a/c.....			
	Est.....	7500.00		
	Dec. shipt. 3/16 ret....	7395.59	104.41	109.11 R
	Frgt. 3/16....		4.70	

## (Testimony of Nathaniel Green.)

17	Str. "Rustler".....	189.00	R
	Ck. 860 Pac. Cst. Co. Rus. Bills.		
17	N. B. Cash at B. B.....	103.20	R
	Ck. 861 C. D. Knapp, ord. 334		
	(72.20).....	73.20	
	Ck. 865 Fst. N. Bk. Jun. dft. Manheim		
	Miles Tiffin, ord. 330.....	30.00	
		<hr/>	
17	Bills payable.....	100.00	R
	Ck. 863 John Viano, for John Francisco,		
	office dft. No. 2 (300.00).....		
17	N. B. Cash B. B.....	4.00	R
	C. D. Knapp a/c ord. 334 77/20.		
17	Bills Payable.....	100.00	R
	John Viano for John Francisco, a/c ofe.		
	dft. No. 2 (300.00)		
18	N. B. Cash at B. B.....	75.00	R
	Ck. 864 Fk. Bach. ord. 329, for Miles		
	Tiffin.		
19	Insurance a/c.....	17.19	R
	Ck. 865 Fst. Nat'l Bk. Jun. dft. Mann-		
	heim Ins. Co. bill 3/16/'00.		
19	Nowell Bros.....	2.06	R
	Ck 865 Fst. N. Bk. Jun. dft. Mann-		
	heim Ins. Co. bill 3/16/'00.		
	Ins. Co. bill 3/22/00.		
19	Recv. exps.....	.25	R
	Ck. 865 Fst. N. Bk. Jun exp. on dft.		
	Manheim Ins. Co. 3/22.		
19	N. B. Cash at B. B.....	16.25	R
1	Ck. 866 C. D. Knapp, ord 336.		
20	Str. "Rustler".....	50.00	R
	Ck. 167 Ed. Thornton a/c		
20	N. B. Cash at B. B.....	25.00	R
	Ck. 868 Alas Drg. Co. for C. D. Knapp,		
	ord. 335.		
21	N. B. Cash at B. B.....	12.00	R
	Ck. 689 Miller and McKinnon for Louis		
	Affa, ord. 291.		
23	Recv. Exp.....	10.00	R
	Ck. 870 J. J. Clarke a/c sal.		
23	N. B. Cash at B. B.....	290.50	R
	Ck. 871 Jas. McCloskey for Dan Sulli-		
	van ord. No. 338.		
23	Str. "Rustler".....	47.50	R
	Ck. 872 C. Bohun labr.		
		<hr/>	

Forward..... 9742.85 159.50

(Testimony of Nathaniel Green.)

Continuation of C. B. Page 245.

B. M. B. Office.

1900.	Bt. Forward.....	9742.85	159.50
Apr.			
24	N. B. Cash at B. B.....	175.00	R
	Ck. 873 John Bruno a/c ord. No. 300		
	(458.58).....	75.00	
	Ck. 874 Peter Frasca a/c ord. 341		
	(420.56).....	100.00	
		<hr/>	
24	N. B. Cash at B. B.....	8.00	R
	John Bruno ord. 300 (458.56)	4.00	
	Peter Frasca a/c ord. 341 (420.56)	4.00	
		<hr/>	
	Forward.....	9925.85	159.50

C. B. Page 247.

1900	Forward.....	9925.85	159.50
Apr.			
25	Seward Concentrates.....	292.01	R
	Est.....	895.70	
	Dec. shpt. 3/29 rets..	835.79	59.91
		<hr/>	125.00
			107.10
		<hr/>	
27	N. B. Cash at B. B.....	281.90	R
	Ck. 876 Mrs. John Richards for		
	John Richards ord. 339.....	135.50	
	Ck. 877 B. M. B. for John Surr-		
	ney ord. 337.....	146.40	
27	Str. "Rustler" ck. 875 Thos. Waldron a/c		
	labor.....	<hr/>	
		9.00	R
30	Reev. Exps. J. J. Clarke sal.....		35.50 R
30	Reev. Exps. ck. 878 J. J. Clarke sal....	14.50	R
	Balance.....		.06
		<hr/>	
		10523.26	195.06
		<hr/>	

(Testimony of Nathaniel Green.)

F. D. NOWELL, RECEIVER.

C. B. Page 248.  
 B. B. M. and M. CO.  
 N. B. G. M. CO.  
 SEWARD G. M. CO.

Receipts.

		B. M. B. Office.
1900.	Forward.....	.06
May.		
3	Americ. G. M. Co. rec'd.....	40.00 R
5	Bills a/c Geo. Skeavington..... Pd. to F. D. Nowell, 3/17/00.	5.50 R
15	F. D. Nowell, his chk.....	41.03 R
18	Amer. G. M. Co. ck.....3.60 Com.....9.62	
18	Mat'l and Supplies reb. chgs. Vr. 409..	1.68 R
21	Str. Rustler..... rec'd 4/24 not credited them chgd. in B. B. B. columns 4/24 instead of office.	8.00 R
22	Cash A/C..... Ck. 157 J. P. Smith, eaneld.	50.00 R
24	Seward Concentrates..... Add. rets. shipt. 5/24/00.	10.50 R
25	Amer. G. M. Co. ret'd.....	24.75 R
26	F. D. Nowell, ret'd.....	25.00 R
30	Amer. G. M. Co. ret'd.....	85.60 R
30	Amer. G. M. Co. ret'd.....	42.00 R
31	Amer. G. M. Co. ret'd.....	58.73 R
31	Str. Rustler ret'd.....	6.00 R
31	Amer. G. M. Co. Balance.....109064.62	8.45 R
		<hr/>
		10964.62 362.62
		<hr/>

(Testimony of Nathaniel Green.)

C. B. Page 249.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.  
N. B. G. M. CO.  
SEWARD G. M. CO.

CASH ACCOUNT.

Disbursements.

B. M. B. Office.

1900				
May	Forward.....	10250.85		
3	Reev. Expense J. J. Clarke, sal.....		40.00	R
5	Voucher a/c .....	5.60	R	
	Ck. 879 Pac. Coast Co. Vr. 407.			
5	F. D. Nowell, collected 3/17/00 from Geo. Skeavington .....		5.50	R
10	Interest a/c.....	125.00	R	
	Ck. 880 B. M. B. 3 mo. int. cert. 3-a.			
15	Voucher a/c Vr. 408 Alas. Mt. Co.....		41.03	R
16	N. B. Cash at B. B.....	100.00	R	
	Ck. 881 Dan Sullivan for part of ord. 348 (291.80)			
16	W. E. Nowell .....	10.15	R	
	Ck. 882 R. P. Nelson for P. O. Order to A. L. Nowell.			
18	Reev. Expense J. J. Clarke, sal.....		11.30	R
18	Voucher a/c Vr. 409 Str. Ruth.....		3.60	R
21	Seward Bullion a/c.....	43.00	R	
	Add. fgt. shpt. 3/16/00			
21	Interest a/c .....	101.19	R	
	Int. on O. D. 4/16 to 5/15/00			
22	Cash .....	12.50	R	
	Ck. 883 T. J. Donohoe a/c J. P. Smith, part. ck. 127 lost—bond given.			
22	Cash .....	37.50	R	
	Ck. 884 B. M. Behrends a/c, J. P. Smith, part. ch. 127 lost—bond given.			
22	Voucher a/c.....	156.72	R	
	Ck. 885 B. M. B. dft. 5/10 Stewart and Holmes Drug Co. Vr. 411...111.29			
	886 Alas. Meat Co. 410.....	45.43		
22	Reev. Expense .....	.30	R	
	Ck. B. M. B. dft. 5/10 Stewart and Holmes Drg. Co.			
23	N. B. Cash at B. B.....	121.81	R	
	Ck. 887 Alex. Hakrist ord. 322.			

(Testimony of Nathaniel Green.)

25	Recv. Exp. J. J. Clarke, sal.....	34.25	R
25	B. B. Ticket a/c Ind. ticket redeemed....	1.00	C
27	N. B. Cash at B. B.....	25.00	R
	J. H. Moyle a/c ord. 340 (141.45)		
30	N. B. Cash at B. B.....	85.60	R
	C. D. Knapp ord. No. 332.		
30	St. Ann's Hospital pd. on a/c.....	42.00	R
31	Nowell M. and M. Co., A. G. T. and Alst. Co. bill .....	21.00	R
31	Voucher a/c Vr. 412 Alas. Meat Co.....	37.73	R
31	Recv. Exp. J. J. Clarke, sal.....	14.45	R
	Balance.....	.16	R
		<hr/>	
		10964.62	362.62

C. B. Page 250.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.  
NORTHERN B. G. M. CO.  
SEWARD G. M. CO.

Receipts.

1900

		B. M. B. Office.	
June	Forward.....	.16	R
1	American G. M. Co. rec'd.....	15.55	R
4	F. D. Nowell his ck. rec'd.....	350.00	R
7	F. D. Nowell his ck. rec'd.....	119.67	R
8	Mellen M. and M. Co. ck. rec'd.....	105.85	R
8	F. D. Nowell his ck. rec'd.....	7.80	R
14	F. D. Nowell Rent Gold St. Hse.....	10.50	R
16	F. D. Nowell his ck. rec'd.....	66.85	R
19	F. D. Nowell his ck. rec'd.....	80.00	R
20	F. D. Nowell his ck. rec'd.....	20.25	R
22	F. D. Nowell his ck. rec'd.....	131.25	R
23	F. D. Nowell his ck. rec'd.....	163.32	R
23	Str. Rustler rec'd.....	4.00	R
26	F. D. Nowell his ck. rec'd.....	122.12	R
29	F. D. Nowell his order on B. M. B.....	250.00	R
30	American G. M. Co. rec'd.....	45.23	
	Balance.....	11016.79	
		<hr/>	
		11016.79	1492.55

(Testimony of Nathaniel Green.)

C. B. Page 251.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.  
N. B. G. M. CO.  
SEWARD G. M. CO.

CASH ACCOUNT—June, 1900.

Disbursements.

B. M. B. Office.

1900			
June	Forward.....	10906.62	
1	Recv. Exp. J. J. Clarke a/c sal.....	15.55	R
4	N. B. Cash at B. B.....	350.00	R
	Thos. Carmody, ord 354 (506.07)		
7	N. B. Cash at B. B.....	119.67	R
	H. D. McDonald ord. No. 356		
7	Recv. Exp. N. Greene, a/c sal.....	105.85	R
8	Voucher a/c Vr. 421 Union Wfg. Co.....	7.80	R
14	Recv. Exp. ....	10.80	R
	J. J. Clarke a/c sal..... 5.50		
	N. Greene ..... 5.50		
	<hr/>		
16	Voucher a/c .....	66.85	R
	Alas. Mt. Co. Vr. 424..... 44.00		
	Str. Ruth Vr. 425..... 22.85		
	<hr/>		
19	Voucher a/c.....	80.00	R
	B. M. Behrends, dft. Union Ir. Wks. 5/18/05 Vr. 426.		
20	N. B. Cash at B. B.....	20.25	R
	Pete Giacometti ord. 343		
22	N. B. Cash at B. B.....	131.25	R
	H. D. McDonald ord. 345..... 111.25		
	H. D. McDonald ord. 355..... 20.00		
	<hr/>		
23	N. B. Cash at B. B.....	100.00	R
	Jack Hardwick ord. 345.		
23	Voucher a/c Vr. 327 Alas. M. Co.....	67.32	R
26	N. B. Cash at B. B.....	122.12	R
	L. Baurlie ord. No. 372.		
29	N. B. Cash at B. B.....	250.00	R
	Coin sent to Seward.		
30	Voucher a/c.....	45.23	R
	Vr. 428 Alas. Meat Co.		
30	Interest a/c..... 110.17		R
	Int. O. D. 5/16 to 6/15/00.....		
	Balance.....	.16	
	<hr/>		
		11016.79	1492.55

## (Testimony of Nathaniel Green.)

C. B. Page 252.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.

N. B. G. M. CO.

SEWARD G. M. CO.

## Receipts.

B. M. B. Office.

1900			
July	Forward.....		.16
7	F. D. Nowell, his ck. recd.....		234.30 R
7	Str. "Rustler" coin recd.....		3.50 R
9	F. D. Nowell his ck. recd.....		225.10 R
9	Cash ck. 608 10/28/99 cashed in office....	76.00	
9	F. D. Nowell his ck. recd.....		78.97 R
9	F. D. Nowell his ck recd.....		170.16 R
9	Str. "Rustler" ck. recd.....		4.00 R
10	Seward bullion a/c .....		3500.00 R
	Bar gold wgt. 220.89 oz.		
10	F. D. Nowell his ck.....	1500.00	
		50.00	
			1550.00 R
10	Str. Rustler rec'd.....		4.00 R
10	F. D. Nowell his ck. recd.....		140.86 R
11	F. D. Nowell his ck. recd.....		750.00 R
12	F. D. Nowell his ck. recd.....		500.00 R
12	F. D. Nowell his ck. recd.....		250.00 R
	Forward.....	76.00	7411.05

C. B. Page 254.

F. D. NOWELL, RECEIVER.

B. M. B. Office.

## Receipts.

1900			
July	Forward.....	76.00	7411.05
13	F. D. Nowell his ck. recd.....		50.00 R
14	F. D. Nowell his ck. recd.....		10.00 R
14	F. D. Nowell his ck. recd.....		73.00 R
14	F. D. Nowell his ck. recd. 7/12.....		70.00 R
17	F. D. Nowell his ck. recd.....		164.01 R
19	F. D. Nowell his ck. recd.....		118.06 R
19	Str. Rustler ck. recd.....		4.00 R
20	F. D. Nowell his ck. recd.....		30.20 R
21	American G. M. Co. recd.....		48.00 R
21	F. D. Nowell his chk. 7/20.....		72.00 R



(Testimony of Nathaniel Green.)

21	N. B. Concentrates 637 sax. est.....		1770.00	R
21	Seward Concentrates 533 sax. est.....		580.00	R
24	F. D. Nowell his chk. recd.....		578.60	R
26	Amer. G. M. Co. recd.....		40.00	R
27	F. D. Nowell his ck. recd.....		382.10	R

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Forward..... 76.00 11401.02

C. B. Page 256.

1900	Forward.....	76.00	11401.02	
Jul.				
23	F. D. Nowell, his chk. recd.....	80.50	481.64	R
		151.14		
		250.00		
		<hr/>		
28	F. D. Nowell, his chk. recd.....		153.29	R
30	F. D. Nowell, his chk. recd.....		250.00	R
31	F. D. Nowell, his ck. recd.....		21.75	R

---

Forward..... 76.00 12307.70

Continuation of C. B. Page 256.

1900				
July	Bt. Forward.....	76.00	12307.70	
31	F. D. Nowell, his chk. recd.....		259.45	R
31	Str. "Rustler" recd.....		13.10	R
	Balance.....	11048.99		
		<hr/>		
		11124.99	12580.25	

C. B. Page 253.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.  
N. B. G. M. CO.  
SEWARD G. M. CO.

CASH ACCOUNT—July, 1900.

Disbursements.

1900			B. B. M. Office.	
Jul.	Forward.....	11016.79	237.80	R
7	N. B. Cash at B. B.....			
	Dan Sullivan ord. 347.....	29.00		
	Dan Sullivan ord. 348/291.....	191.80		
	Miles Tiffin ord. 331.....	17.00		
		<hr/>		
9	N. B. Cash at B. B.....		149.10	R
	V. R. Killett ord. 377			
9	Cash ck. 608 10/28 redeemed.....		76.00	R

(Testimony of Nathaniel Green.)

9	N. B. Cash at B. B.....	78.97	R
	Harry Young ord. 379		
9	N. B. Cash at B. B.....	170.16	R
	Miles Tiffin ord. 376		
9	Recv. Exp. N. Greene a/c sal.....	4.00	R
10	F. D. Nowell Bullion turned to his a/c....	3500.00	R
10	N. B. Cash at B. B.....	568.34	R
	B. Tomasi a/c ord. 375 (\$10.55)..	404.00	
	Frank Stall a/c ord. 374.....	18.59	
	John Richards ord. 353.....	145.75	
		<hr/>	
10	Bills Payable .....	450.00	R
	John Francisco, office dfy. 3/19		
	(300) .....	100.00	
	Peter Gracometti office dfy.....	350.00	
		<hr/>	
10	Recv. Expenses .....	101.00	R
	J. J. Clarke, bal. June.....	79.00	
	J. J. Clarke, part July.....	22.00	
		<hr/>	
10	F. D. Nowell .....	7.80	R
	Alas. Stm. Laundry bill 6/1/00		
10	W. E. Nowell.....	10.10	R
	Alas. Steam Laundry Bill 4/30/00		
10	Amer G. M. Co.....	391.07	R
	Wm. Orenshaw, June P. R.....	86.00	
	John Francis, July P. R.....	7.50	
	J. J. Clarke, June P. R.....	124.00	
	N. Greene a/c sal.....	100.00	
	H. S. Martin Vr. 741 3/4.....	101.38	
	B. M. Behrends 909.....	72.19	
		<hr/>	
10	Voucher a/c.....	140.86	R
	Ames and Harris Vr. 431		
10	Recv. Exps. J. J. Clarke a/c sal.....	15.00	R
10	Bills payable .....	717.67	R
	Jim Pianfetti ofc. dft. 3/19.....	342.67	
	Geo. Kyrage .....	375.00	
		<hr/>	
10	Amer. G. M. Co.....	.75	R
	Pd. man helping load pipe for basin.		
12	St. Ann's Hospital pd. on a/c.....	88.00	R
12	N. B. Cash at B. B.....	364.03	R
	John Olds, a/c C. D. Knapp ord. 328		
	(233.95) .....	100.00	
	Geo. Kyrage a/c No. 341 (420.56)	264.03	
		<hr/>	
12	Bills payable, Geo. Kyrage office dft. 3/19..	110.97	R

Forward.....11016.79

7181.62

(Testimony of Nathaniel Green.)

C. B. Page 255.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.

N. B. G. M. CO.

SEWARD G. M. CO.

CASH ACCOUNT—July, 1900.

Disbursements.

B. M. B. Bank. Office.

1900			
July	Forward.....	11016.79	7181.62
12	Voucher a/c Vr. 438 Alas. Mt. Co.....		95.59 R
12	Amer. G. M. Co.....		117.33 R
12	Mrs. Nowell a/c house exp.....	7.00	
	N. Greene a/c house exp.....	3.00	
	Gus Jackson, June P. R. 25.00;		
	July P. R. 34.25.....	59.25	
	Leslie Akerly, June P. R.....	5.00	
	Alas. Met. Co. Vr. 910.....	36.43	
	Pac. Coast Co. Vr. 911.....	6.65	
		<hr/>	
12	F. D. and W. E. Nowell.....		10.00 R
	J. H. Cobb, atty a/c application patent		
13	F. D. Nowell.....		22.25 R
	Juneau Pharmacy bills to 7/1/10		
13	Voucher a/c .....		27.75 R
	Juneau Pharmay Vr. 293.....	8.05	
	Vr. 327.....	11.15	
	Vr. 350.....	8.55	
		<hr/>	
14	Voucher acct.....		70.00 R
	Alas. Treadwell G. M. Co. Vr. 441		
14	N. B. Cash at B. B.....		46.20 R
	B. M. B. ord. H. B. Ames No. 367		
14	Voucher a/c.....		10.00 R
	J. P. Jorgenson Vr. 439		
14	F. D. Nowell, pd. on a/c.....		3.50 R
14	American G. M. Co.....		73.85 R
	Jas. Burns, June P. R.....	54.00	
	July P. R.....	19.85	
		<hr/>	
14	Voucher a/c B. M. Behrends Vr. 440.....		117.81 R
19	N. B. Cash at B. B.....		122.06 R
	Ord. 316 C. Weppler (244.11)		
20	N. B. Cash at B. B.....		30.20 R
	M. Snow ord. 389		
21	Voucher a/c Vr. 442 Str. Ruth.....		120.00 R

(Testimony of Nathaniel Green.)

21	F. D. Nowell .....	2350.00	R
	N. B. Concentrates 7/21		
	Seward Concentrates 7/21		
	(advised Smelt-		
	er to dep. D.		
	H. and C. Co.		
	F. D. N.		
24	N. B. Cash at B. B.....	578.60	R
	P. R. Killett, ord. 384		
26	Recv. Exp. J. J. Clarke's sal.....	40.00	R
27	Voucher a/c .....	382.10	R
	Vr. 443 C. W. Young.....	34.58	
	447 C. W. Young.....	18.00	
	448 J. P. Jorgenson.....	8.70	
	445 Shattuck and Co.....	11.75	
	446 Alas. Meat Co.....	126.72	
	449 Alas. Meat Co.....	84.70	
	444 B. M. Behrends.....	97.66	
	_____		
	Forward.....	11124.99	11398.86

C. B. Page 257.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.  
NORTHERN B. G. M. CO.  
SEWARD G. M. CO.

1900	Disbursements.	B. M. B. Office.	
July	Forward.....	11124.99	11398.86
28	Voucher a/c.....	250.00	R
	S. Blum and Co. Vr. 326		
28	N. B. Cash at B. B.....	231.64	R
	Miles Tiffin ord. 385.....	80.50	
	John Sweeney ord. 373.....	34.69	
	J. H. Moyle bal. ord. 340.....	116.45	
	_____		
	Com. for Sweeney and Moyle ord. send Seward.		
28	N. B. Cash at B. B.....	153.29	R
	Miller and McKinnon for Jas.		
	Clancy ord. 380.....	67.79	
	Miles Tiffin 387.....	85.50	
30	T. H. George pd. on a/c 7/28.....	250.00	R
31	San Francisco office.....	21.75	R
	Lane and Conolly Inv. Aug. 12/99		
31	Voucher a/c A. T. G. M. Co. Vr. 451.....	259.45	R
31	Recv. Exp. J. J. Clarke a/c sal.....	15.10	R
	Balance.....	.16	R
	_____		
	Forward.....	11124.99	12580.25

(Testimony of Nathaniel Green.)

C. B. Page 238.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.

N. B. G. M. CO.

1900

Receipts.

Aug.	Forward.....	.16	R
		B. M. B. Office.	
1	F. D. Nowell, his chk. rec'd.....	31.15	R
		3.00	
		4.50	
		1.25	
		11.80	
		10.60	
		<hr/>	
2	F. D. Nowell .....	11.59	R
	Ck. 885 7/22 chgd. to B. M. B. to F. D. N. personal.		
2	F. D. Nowell .....	61.41	R
	Co. obligations pd. by him through		
	B. M. B. 7/10 ck. book.....	2.00	
	Cl. D. 7/9/23 payments for Co...	15.15	
	7/10/00 Ins. Bullion.....	13.13	
	7/23 Frt. Bullion 7/10.....	22.25	
	Dec. shpt. Bullion 7/10 (3500.00)..	8.88	
		<hr/>	
		101.85	

SEWARD G. M. CO.

4	F. D. Nowell, his chk. recd.....	111.10	R
6	F. D. Nowell, his chk. recd.....	50.88	R
7	F. D. Nowell, his chk. recd.....	161.32	R
10	Fuel a/c.....	12.06	R
	Reb. duty coal Mar. 1900		
11	N. B. Concentrates		
	Est. val. shipt. 962 sax.....	1525.00	R
11	N. B. Concentrates add. rest. shipt. 7/20/00	54.00	R
11	Seward Concentrates add. rest. shipt. 7/20/00 .....	38.00	R

(Testimony of Nathaniel Green.)

13	F. D. Nowell, his ck. reed. ....	612.90	R
	58.23		
	30.00		
	35.50		
	406.05		
	part reed. .... 82.42		
	(64.05) ..... 70		
13	F. D. Nowell part reed. ....	8.25	R
14	F. D. Nowell his ck. reed. ....	779.24	R
15	F. D. Nowell his ck. reed. ....	5.00	R
	<hr/>		
	Forward.....	111.59	3470.47

F. D. NOWELL, RECEIVER.

C. B. Page 260.  
 B. B. M. and M. Co.  
 N. B. G. M. Co.  
 Seward G. M. Co.

Receipts.

		B. M. B. Office.	
1900			
Aug.	Bro't for'd.....	111.59	3470.47
20	F. D. Nowell, his eks. received.....		684.65 R
21	F. D. Nowell, his eks. received.....		320.32 R
23	F. D. Nowell, Rec'd from Mrs. F. D. N....		4.50 R
25	F. D. Nowell, Rec'd from Mrs. F. D. N...		1.50 R
27	N. B. Concentrates.....		1150.00 R
	Est. Val. Shipt. 713 Sacks Ken Conc.....		
27	F. D. Nowell, his ck. reed.....		58.72 R
28	Amer. G. M. Co. Rec'd.....29.00		32.65 R
	3.65		
28	Rustler .....		9.50 R
28	F. D. Nowell, his eks. rec'd.....		1176.96 R
29	F. D. Nowell, Ex. Chg. Shipt. 8/11 N. B. Conc.....		89.26 R
29	N. B. Concentrates .....		476.57 R
	Frnt. Shipt. 8/11.....190.00		
	Treat Shipt.....286.57		
	<hr/>		
		111.59	7475.12

(Testimony of Nathaniel Green.)

C. B. Page 262.

29	F. D. Nowell, his ck. recd.....	242.68	R
30	F. D. Nowell, his ck. recd.....	55.75	R
31	N. B. Concentrates .....	292.39	R
	Frts. Shipt. 7/21.....135.00		
	Treat. Shipt 7/21.....157.39		
31	F. D. Nowell .....	67.52	R
	Over chg. N. B. Conc. 7/21 Adv. for his or.		
31	Seward Concentrates .....	220.66	R
	Est..... 580.00		
	Est. Ret..... 583.39		
	Inc. Shipt. 7/21..... 3.39		
	Frts. Shipt. 7/21..... 95.00		
	Treat. Shipt. 7/21.....122.27		
	N. B Concentrates—Add. rets. shipt. 8/11..	76.00	R
	N. B. Str. Rustler—Rec'd.....	14.50	R
	Balance .....	11048.99	8444.62

F. D. NOWELL, RECEIVER.

C. B. Page 259.  
B. B. M. and M. Co.  
N. B. G. M. Co.  
Seward G. M. Co.

Disbursements.

B. M. B. Office.

Aug.	Forward.....	11048.99	
1	Recv. Expense .....	3.00	R
	M. Burnett, taking ore car from C. Creek		
	W. E. Nowell .....	10.60	R
	Alaska Steam Laundry, Bill 6/1/00 Voucher a/c		
	Alaska Truth Vr. 418..... 4.50		
	Union Wharf Co. 452           11.80		
	J. P. Jorgenson 453..... 1.25		
4	Gen. Expense 7/10 Ck. book.....	2.00	R
	Int. a/c Int. F. D. N. O. D. Co. 7/9 23...	15.15	R
	Seward Bullion a/c.....	44.26	R
	Dec. Shipt. 7/10 Est.... 3500.00		
	Frts. Shipt. 7/10 Ret.... 3491.12 8.88		
	Frts. Shipt. 7/10 .....	22.25	
	Ins. Shipt. 7/10 .....	13.13	

## (Testimony of Nathaniel Green.)

4	N. B. Cash at B. B.....		9.25	R
	B. M. B. for N. John, Ord. 390			
6	N. B. Cash at B. B.....		152.73	R
	Ord. 394 Oscar Peterson.....	101.85		
	395 Geo. Reilly .....	50.88		
7	Voucher a/c .....		181.32	R
	Vr. 464 Alas. T. G. M. Co.			
10	Amer. G. M Co. Pd. them.....		11.00	R
11	F. D. Nowell .....		1525.00	R
	Shipt. 963 sax N. B. Concen, advised to Smelter for cr. F. D. N. with DH and Co.			
11	Receiver Expense .....		92.00	R
	N. Greene a/c Salary.....	42.00		
	J. J. Clarke bal. Salary July.....	7.90		
	J. J. Clarke part sal. Aug.....	42.10		
		<hr/>		
13	N. B. Cash at B. B.....		612.20	R
	John Weidmark Ord.....	323 46.68		
	Jack Hardwick Ord.....	366 11.55		
	Frank Stading Ord.....	396 30.00		
	Vie. Lindquist Ord.....	324 35.00		
	B. Tomasi, bal. Ord.....	373 406.05		
		(810.05)		
	N. J. Newlands Ord.....	398 82.42		
		<hr/>		
13	Voucher a/c Alas. E. L. and P. Co. Vr. 434		.70	R
	N. B. Cash at B. B.....		8.25	R
	Vie Anderson ord. 360			
14	Recv. Expense—J. J. Clarke, Salary.....		5.40	R
14	Voucher a/c Alas. TG. M. Co. Vr.			
	471 .....	333.80		
	Jnn. F. and N. Co.....	463 .50		
	Shattuck and Co.....	467 7.63		
	B. M. Behrends .....	455 50.95		
	V. 468.....	29.10		
	466.....	18.68		
	450.....	130.17		
	Alas. Meat Co.....	454 37.84		
	V. 740 .....	83.60 465 76.02		
	N. B. Cash B. B. Jas. Thornton ord. 399.....		5.00	R
		<hr/>		
		11048.99	3470.40	



(Testimony of Nathaniel Green.)

F. D. NOWELL, RECEIVER.

C. B. Page 261.  
 B. B. M. and M. Co.  
 N. B. G. M. Co.  
 Sew. G. M. Co.

Disbursements.

		B. M. B. Office.	
1900			
Aug.	Bro't forward.....	11048.99	3470.40
20	N. B. Cash at B. B.....		684.65 R
	Peter Lane Ord.....410	29.69	
	J. W. Sharp.....415	51.59	
	Joe Sorano.....411	103.34	
	B. Tomasi.....412	75.59	
	Peter Francesca.....413	71.35	
	Peter Francesca.....409	305.09	
	Frank Stall.....402	50.00	
<hr/>			
21	N. B. Cash at B. B.....		178.92 R
	Andrew Kandulski.....407	11.96	
	Joe Anselin.....269	41.00	
	Jack Hardwick.....357	6.00	
	W. D. McMillan.....327	37.20	
	John Dillonia.....286	44.75	
	Wm. Corbis.....404	38.01	
21	N. B. Cash at B. B.....		34.40
	Chas. Rausch, 401.....		
21	Nowell Bros. Postage Stamps.....		5.00 R
21	Voucher a/e Alas. T. G. M. Co. V. 472....		102.00 R
23	Voucher a/e Jany. Kelly Vr. 473.....		4.50 R
25	Reev. Exp.....		1.50 R
	R. Levy—Taking wheels to S. C. wharf		
27	F. D. Nowell—Shipt. 713 sax. Conc. in- structed for his credit.....		1150.00 R
27	N. B. Cash at B. B.....		58.72
	M. Snow Ord.....423	14.46	
	M. Snow Ord.....419	19.65	
	Harry Hill.....416	24.59	
28	Reev. Expense.....		4.00 R
	L. Levy for Str. Alert Fare John Brusted not collected at B. B.		
28	Str. Alert—Fare Martin George 7/24....		4.00 R
28	N. B. Cash at B. B.....		782.27 R
	And. Beal Ord.....414	90.79	
	Tom Johnson.....391	2.34	
	Jim Carorta.....298	178.40	
	Pat Sullivan.....371	48.32	
	Pat Sullivan.....358	89.50	

(Testimony of Nathaniel Green.)

Jas. Kennedy.....	276	39.41		
Peter Frasca.....	341	52.53		
H. J. Brown.....	425	3.65		
Peter Pallaro .....	239	206.37		
Vito Valcazena.....	370	61.96		
Jake Leadman.....	403	3.50		
Richard White.....	420	5.50		
<hr/>				
28. St. Ann's Hospital, Pd. on a/c..			63.34	R
Voucher a/c.....			365.50	R
Alas. T. G. M. Co.....	477	269.80		
Juneau Iron Wks.....	368	.75		
Juneau Iron Wks.....	380	27.15		
	432	51.80		
	459	16.00		
<hr/>				
Forward.....	11043.99		6909.20	
C. B. Page 261 Continued.				
Disbursements.				
1900			B. M. B.	Office
Aug. Bro't for'd.....		1104.99	6909.20	
29. N. B. Concentrates.....			565.85	R
Dec. Shipt. 8/11 Est..	1525.00			
Ret..	1435.72	89.28		
<hr/>				
Fr't.....		190.00		
Treat. Chgs. ....		286.57		
<hr/>				
		11048.99	7475.05	
C. B. Page 263.				
29 N. B. Cash at B. B.....			242.68	
Jas. Thompson.....	406	13.37		
H. Bartson.....	428	88.31		
Frank Buzza.....	427	141.00		
29 Recv. Labor.....			50.00	R
Mrs. Fugler a/c Wm. Fugler				
30 Voucher a/c Shattuck and Co. V. 476.....			5.75	R
31 N. B. Concentrates.....			359.91	R
Est....	1770.00			
Dec. Shipt. 7/21.....				
Ret....	1702.48	67.52		
<hr/>				
Fr't. Shipt. Ret.....		135.00		
Treat. Shipt. Ret.....		157.39		
<hr/>				
31. Seward Concentrates.....			217.27	
Fr't. Shipt. 7/21.....		95.00		
Treatment 7/21.....		122.27		
<hr/>				

(Testimony of Nathaniel Green.)

31	F. D. Nowell.....		3.39	R
	Undercharge Seward Conc. 7/21/00.....			
	Adv. for his acct.			
31	Recv. Expense.....		90.50	R
	N. Greene a/c Salary.....	38.00		
		<hr/>		
	J. J. Clarke a/c.....	52.50		
	Balance.....		.07	
			<hr/>	
			11048.99	8444.62
			<hr/>	

C. B. Page 264

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
N. B. G. M. Co.  
Seward G. M. Co.

Receipts.

		B. M. B.	Office.	
1900				
Sept.	Bro't for'd.....		.07	
1	F. D. Nowell, his ck. Rec'd.....	5.40		R
3	F. D. Nowell, his ck. sent H. P. Nowell.....	30.00		R
5	F. D. Nowell, his ck. rec'd 100.00.....			
	112.91.....		212.91	R
5	Str. Alert—Fare rec'd from Mike Neart....			
	ord. 436.....	4.00		R
6	F. D. Nowell, his cks. rec'd.....	540.00		R
6	F. D. Nowell, his coin rec'd.....	4.00		R
11	N. B. Bullion a/c Bar Gold wt. 802 oz....	1200.00		R
11	Seward Bullion a/c Bar Gold wt. 136.38 oz..	2180.00		R
11	F. D. Nowell, his cks. rec'd.....	1347.26		R
12	Str. Rustler.....	4.00		R
13	F. D. Nowell, his cks. rec'd.....	576.54		R
13	F. D. Nowell, his cks. rec'd.....	424.72		R
14	N. B. Concentrates, 732 Sax.....	1200.00		R
14	Seward Concentrates, 145 Sax.....	200.00		R
15	F. D. Nowell, his cks. rec'd.....	157.40		R
18	F. D. Nowell, a/c Shipt. N. B. Cone. 8/27...	197.23		R
18	N. B. Concentrates.....			
	Frt. Shipt. 8/27.....107.00			
	Treat. 8/27 .....211.33		318.33	R
18	F. D. Nowell, his cks. rec'd.....	410.75		R
			<hr/>	
			9093.01	

## (Testimony of Nathaniel Green.)

C. B. Page 266.

20	Str. Alert Fare deducted R. Graham.....	4.00	R
	F. D. Nowell, his ck. recd.....	102.27	R
21	F. D. Nowell, his ck. recd.....	432.95	R
25	Str. Rustler, ck. recd.....	31.94	R
	Balance.....	10937.40	
		<hr/>	
		10937.40	9664.17
		<hr/>	

C. B. Page 265.

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
 N. B. G. M. Co.  
 Seward G. M. Co.

## Disbursements.

1900

B. M. B. Co. Office.

Sept.	Forward.....	10937.40	
1	W. E. Nowell—Alaska Drug Co. Bill 8/27/00 .....	5.40	R
3	Voucher a/c..... H. P. Nowell, ck. sent him for..... Henshaw, Bulkley and Co. Vr. 485.....	30.00	R
5	N. B. Cash at B. B..... Mike Neary Ord. 436.....	216.91	R
	S. W. Barry, part Ord. 435.....	116.91	
		100.00	
6	Voucher a/c..... Ala. T. G. M. Co. Vr. 486.....	540.00	R
	B. M. Behrends 487.....	143.30	
		397.10	
6	Recv. Exp. pd. for hauling wire rope.....	4.00	R
11	F. D. Nowell..... 2 brs. gold dep. for his er. with B. M. B.	3460.00	R
11	N. B. Cash at B. B..... C. D. Knapp, ord.....	1347.26	R
	Miles Tiffin.....	328	133.95
	John Eby.....	431	128.52
	Chas. Anderson.....	440	81.84
	Andrew Martin.....	338	5.00
	J. L. Dickey.....	437	100.00
	Jack Hardiwick.....	424	54.30
	John Sundquest.....	363	5.00
	R. C. McMillan.....	361	15.25
	Harry Hill.....	296	7.50
	S. W. Barry.....	441	51.85
		435	507.95

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(Testimony of Nathaniel Green.)

	Chas. Johnson.....	439	194.60	
	Chas Suchy .....	421	33.25	
	Chas. Suchy.....	418	28.25	
			<hr/>	
12	N. B. Cash at B. B.....			419.98 R
	John Richards, ord.....	432	289.80	
	John A. Campbell.....	397	55.27	
	Frank Starling.....	444	2.00	
	H. Gilbert.....	426	72.91	
12	Voucher a/c Alas. T. G. M. Co. Vr.....	491		160.56 R
13	Voucher a/c.....			424.72 R
	B. M. Behrends Vr.....	478	83.94	
	Alas. Meat Co.....	488	79.86	
	Alas. Meat Co.....	490	103.29	
		475	157.63	
14	F. D. Nowell.....			1400.00 R
	N. B. and Seward Conc. Advised for his cr..			
15	N. B. Reev. Labor a/c.....			127.50 R
	Mrs. J. W. Fugler, order J. W. Fugler,..			
	9/6/00			
15	Voucher a/c.....			29.90 R
	C. W. Young, Vr.....	474	.40	
	Shattuck and Co.....	492	7.00	
	Union Wharf Co.....	489	22.50	
			<hr/>	
	Forward .....	10937.		8166.63

C. B. Page 265.  
Continued.

1900	Disbursements.			
Sept.	Bro't for'd.....		10937.40	8166.63 R
18	N. B. Concentrates.....			515.56 R
	Est.....	1150.00		
	Dec. Shipt. 8/27			
	Ret.....	952.77		
			<hr/>	
			197.23	
	Frnt. Shipt. 8/27....	107.00		
	Treat. Shipt. 8/27....	211.33		
Sept.				
18	N. B. Cash at			
	B. B. Ira Lee Ord.....	382	76.69	
	Ira Lee .....	313	51.11	
	Andrew Martin .....	383	25.00	
	E. A. Cunningham .....	417	73.56	
	John Morrow .....	381	184.19	
			<hr/>	

10937.40 9092.94

## (Testimony of Nathaniel Green.)

Sept.	C. B. Page 267		
20	N. B. Cash at B. B.....		106.27
	R. Graham Aug. 1900 Time.....	76.50	
	R. Graham Sep. 1900 Time.....	29.77	
21	N. B. Cash at B. B.....		150.45 R
	Alex. Hakrist, ord. 350		
21	Voucher a/e .....		282.50 R
	Vr. 496 Alas. Tread. G. M. Co		
25	N. B. Cash at B. B.....		31.94 R
	Jack Fairchild ord.....	400   13.44	
	James Lodge .....	352   8.50	
	Miles Tiffin .....	386   10.00	
	Balance.....		.07
			<hr/>
			10937.40   9664.17

C. B. Page 268.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
N. B. G. M. Co.  
SEWARD G. M. Co.

## Receipts.

Oct	1900	B. M. B.	Office.	
	Forward.....		.07	R
2	F. D. Nowell .....		543.87	R
	O. C. Bullion Seward.....	343.72		
	N. B.....	200.15		
6	N. B. Concentrates .....		4000.00	R
	Est. Val. 1365 sax conc.....	3060.00		
	Est. Val. 107 sax ore.....	940.00		
6	N. B. Concentrates .....		19.35	R
	Add. Rets. Shipt. 8/27/00.....			R
	Str. Alert .....		16.00	R
	Fares F. O. Wyman.....	8.00		
	R. McQuirk .....	4.00		
	R. J. Sullivan.....	4.00		
	Str. Rustler—Fare Harry Hill.....		4.00	R
	F. D. Nowell, his eks. rec'd.....		727.09	R
8	F. D. Nowell, his eks. rec'd.....		1310.54	R
	Str. Alert—Fare—C. Bellomini.....		4.00	R
9	Mellen M. and M. Co. Rec'd on a/e.....		166.57	R
	F. D. Nowell—his eks rec'd.....		167.29	R
10	F. D. Nowell—his eks rec'd.....		110.52	R
			<hr/>	
			7069.30	

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(Testimony of Nathaniel Green.)

C. B. Page 270.

10	Amer. G. M. Co. Reed.....	3.70	R
	F. D. Nowell—his ck. Reed.....	40.59	R
13	F. D. Nowell—his ck. Reed.....	51.00	R
16	F. D. Nowell—his ck. Reed.....	506.96	R
16	Str. Rustler—his ck. Reed.....	8.00	R
17	F. D. Nowell—his ck. Reed.....	33.50	R
23	F. D. Nowell—his ck. Reed.....	9.25	R
24	F. D. Nowell—his ck. Reed.....	261.64	R
24	Str. Rustler—his ck. Reed.....	4.00	
26	F. D. Nowell—his ck. Reed.....	10.00	R
27	N. B. Concentrates, 1133 sax.....	1800.00	R
27	Str. Rustler, his ck. rec'd.....	4.00	R
27	F. D. Nowell, his eks. rec'd.....	293.20	R
29	F. D. Nowell, his eks. rec'd.....	184.15	
29	F. D. Nowell, his eks. rec'd.....	623.32	R
30	F. D. Nowell, his eks. rec'd.....	75.00	R
31	F. D. Nowell, his eks. rec'd.....	175.15	R
	Balance.....	10937.40	
		<hr/>	
		10937.40	11252.76
		<hr/>	

F D. NOWELL, RECEIVER.

C. B. Page 269.

B. B. M. and M. Co.

N. B. Gold M. Co.

Disbursements.

1900		B. M. B.	Office.
1900			
Oct.	Forward.....	10937.40	
2	Seward Bullion a/c.....	343.72	
	Dec. shipt 9/11 Est.....	2180.00	
	Ret.....	1836.28	
	N. B. Bullion a/c.....	200.15	R
	Dec. Shipt. 9/11 Est.....	1280.00	
	Ret.....	1097.85	
6	F. D. Nowell.....	4000.00	R
	Shipt. 1365 Sax. Cone.		
	107 Sax Ore		
	Advised for his cr.		
	Voucher a/c—Str. Aberdeen. Vr. 507....	7.00	R
	Reev. Exp.—Pd a/c Shipt. 10/6.....	.25	R
	N. B. Cash at B. B.....	447.09	R
	W. D. McMillan, Apr. 1900	32.75	
	May 1900	50.20	
	June 1900	69.00	

## (Testimony of Nathaniel Green.)

	July 1900	57.95	
	Aug. 1900	60.15	
	Sept. 1900	56.20	
A. McMillan,	Aug. 1900	15.75	
	Sept. 1900	23.17	
F. O. Wyman Ord.....	459	39.00	
R. McQuirk Ord.....	460	36.00	
R. McQuirk Ord.....	466	2.52	
C. F. Anderson Ord.....	393	5.00	
Guy C. Wing.....	392	60.57	
J. L. Dickey Aug. 1900 Stmtnt..		74.70	
J. L. Dickey Sept. 1900 Stmtnt..		36.25	
Harry Hill Ord.....	449	27.98	
R. G. Sullivan Ord.....	467	99.90	
8 Voucher a/e .....			267.59 R
D. W. Walker Vr.....	Vr. 378	2.10	
	420	9.60	
	460	1.00	
	503	5.35	
Alaska T. G. M. Co.....	498	86.81	
Alaska Meat Co.....	497	91.96	
	499	70.77	
Str. Rustler .....			47.25 R
Alaska T. G. M. Co. Bill 9/27/00.....			
N. B. Cash at B. B. ....			999.70 R
Chas. Bausch Ord.....	447	88.25	
Tom Carmody .....	354	156.07	
John Eby .....	457	136.86	
Chas. T. Anderson.....	443	142.46	
Chas. Bellomini .....	461	298.04	
John Fairfield .....	363	16.69	
Alfred Ekle, Aug. Stmtnt.....		57.34	
Steve Buffo July Stmtnt.....		25.92	
Steve Buffo Aug. Stmtnt.....		78.07	
9 Recv. Exp. N. Greene a/e salary.....			166.57 R
Voucher a/e .....			19.00 R
Jun. F. and N. Co. Vr.....	482	2.75	
Jun. F. and N. Co. Vr.....	500	4.25	
Jun. Doug. Tel. Co.....	398	1.00	
		11.00	
Forward.....		10937.40	6798.32



(Testimony of Nathaniel Green.)

C. B. Page 269  
Continued.

Disbursements.

1900.			
Oct.			
	Forward.....	10937.40	6798.32
9	N. B. Cash at B. B.....		148.29 R
	Ira Lee, Bal. Ord. 313		
10	St. Ann's Hospital Pd. on a/c.....		75.00 R
10	N. B. Cash at B. B., F. Hanilla, Ord. 458.		35.52 R
		<hr/>	<hr/>
		10937.40	7057.13
	C. B. Page 271.		
10	W. E. Nowell—Pac. Coast Co. Bill 9/28/00		2.70 R
	N. B. Cash at B. B. ....		41.59 R
	Albert Christopherson Aug. Stat. 40.59		
	Tim Eagan.....Oct. Stat. 1.00		51.00 R
13	Voucher a/e		
	Alas. T. G. M. Co. Vr. 511		
16	Voucher a/e.....		161.57 R
16	Recv. Expense—J. J. Clarke, sal. for Sept. /00.....		100.00 R
16	N. B. Cash at B. B.....		253.39 R
	D. Davis Ord. ....470   100.25		
	Fred Haines.....469   77.83		
	John Fairchild.....456   50.31		
	Andrew Martin part ord..475   25.00		
	(135.64)		
17	Voucher a/e.....		33.50 R
	Shattuck and Vo. Vr....510   20.00		
	Union Wharf Co.....513   13.50		
23	Voucher a/e.....		9.25 R
	Alas. T. G. M. Co. Vr....515   7.50		
	Pac. C. S. Co.....516   1.75		
24	N. B. Cash at B. B.....		265.64 R
	C. S. Cotton Ord.....479   222.06		
	480   43.58		
26	Voucher a/e—Janey Kelly V 519		10.00 R
27	F. D. Nowell, 1133 sax. conc. adv. for his cr.		1800.00 R
27	N. B. Cash at B. B.....		397.20 R
	464   54.00		
	Chas. Suchy.....Ord. 486   86.50		
	John Nelson....422   60.29		
	John Nelson....422   60.29		
	F. A. Starling.....474   196.41		
29	Voucher a/e.....		184.32 R
	Alas. T. G. M. Co....Vr. 520		
	Voucher a/e.....		623.32 R

(Testimony of Nathaniel Green.)

	Alaska Meat Co.....Vr. 508	127.64	
		512	68.99
		517	69.51
		521	22.05
	B. M. Behrends.....509	327.63	
	B. M. Behrends.....518	7.50	
30	N. B. Cash at B. B.....		75.00 R
	J. Richards a/c ord. ....463	(266.20)	
		<hr/>	<hr/>
	Forward.....	10937.40	11065.44

C. B. Page 271  
B  
Continued.

Disbursements.

1900.  
Oct.

			B. M. B.	Office.
	Forward .....	10937.40	11065.44	
31	N. B. Cash at B. B.....		175.00	R
	And. Martin a/c.....Ord. 475	25.00		
	Mrs. A. Hakvist.....Ord. 433	150.00		
	(Pd. by D. H. and Co... 10/26/00)			
	General Expense.....		.15	R
	Balance....		12.17	
		<hr/>	<hr/>	
		10937.40	11252.76	

C. B. Page 272.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
N. B. G. M. CO.  
SEWARD G. M. CO.

Receipts.

1900.  
Nov.

			B. M. B.	Office.
	Forward.....		12.17	R
1	F. D. Nowell, his ck. reed.....		146.75	R
2	F. D. Nowell, his ck. reed.....		12.00	R
2	N. B. Cash—R. Levy goods at B. B. Store.....		.50	R
6	F. D. Nowell—his cks. reed.....		22.50	R
7	F. D. Nowell—his cks. reed.....		13.65	R
14	F. D. Nowell—his cks. reed.....		15.66	R
20	N. B. Concentrates.....		463.09	R
	Inc. Shipt. 9/14....Est. 1200			
		Ret. 1264.60	64.60	

(Testimony of Nathaniel Green.)

Inc. Shipt. 10/6....Est. 4000.00  
 Ret. 4398.49 398.49

20	F. D. Nowell.....		175.44	R
	Chgs. by B. M. B. to his a/c for			
	Co. business Frt. on N. B. Bul-			
	lion Shipt. 9/11.....	13.55		
	Frt. on N. B. Bullion Shipt. 9/11	13.55		
	Frt. on Sew. Bullion Shipt..9/11	23.02		
	Dec. Sew. Conc.....9/14	25.37		
	Int. on O/D 7/24 to.....10/16	106.00		
	Rev. Stamps Ck. Book and Ex.			
	cks. ....	7.50		
		<hr/>		
28	F. D. Nowell—his cks. recd.....		50.00	R
	Balance.....	10937.40		
		<hr/>		
		10937.40	911.76	
		<hr/>	<hr/>	

C. B. Page 273.

F. D. NOWELL, RECEIVER.

B. B. M. AND M. CO.  
 N. B. G. M. CO.  
 SEWARD G. M. CO.

Disbursements.

1900.				
			B. M. B. Office.	
	Forward.....		10937.40	
Nov.				
1	Voucher a/c.....		146.75	R
	Ames and Harris Vr.....	456 71.50		
		493 75.25		
2	F. D. Nowell.....		12.00	R
	R. Levy, Asst. Assayer Bunker Hill and			
	Eldorado Claims per order THG			
	10/1/00			
6	Voucher a/c.....		1950	R
	Alas. T. G. M. Co. Vr.....	528 2.00		
	C. W. Young.....	529 17.50		
7	Recv. Expense.....		13.65	R
	Str. Aberdeen, local chg. Seattle on M.			
	T. Ore Sax returned.			
14	Voucher a/c, U. S. Customs....		15.66	R
	Vr.....	534		
20	N. B. Bullion a/c.....		13.55	R

(Testimony of Nathaniel Green.)

	Frts. and Gns. Shipt. 9/11		
20	Seward Bullion a/c.....	23.02	R
	Frts. and Gns. Shipt. 9/11		
20	Seward Concentrates.....	25.37	R
	Dec. Shipt. 9/14 Est.....	200.00	
	Ret.....	174.60	
		<hr/>	
20	Int. on O/D 7/24 to 10/15.....	54.98	
	Int. on O/D 9/11 to 10/15.....	28.95	
	Int. on O/D 10/16 to 11/12.....	22.07	
		<hr/>	
20	Recv. Expense.....	7.50	R
	Ck. Book stamped 10/16.....	2.00	
	Rev. Stamps 9/15.....	2.00	
	Ex. on Ck. 229 7/24.....	1.50	
	Ex. on Ck. 234 7/30.....	.40	
	Ex. on Ck. 233 7/28.....	.60	
	Ex. on Ck. 230 7/27.....	1.00	
		<hr/>	
20	F. D. Nowell.....	463.09	R
	Undercharge N. B. Conc. 9/14...	14.60	
	Undercharge N. B. Conc. 10/6....	398.49	
25	N. B. Cash at B. B.....	50.00	R
	John Bruno, part ord. 300		
	(225.58) .....	25.00	
	D. Lazzaerni, part ord. 497		
	(456.90).....	25.00	
		<hr/>	
	Balance.....	15.67	
		<hr/>	
		10937.40	911.76

C. B. Page 274.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.  
N. B. G. M. CO.  
SEWARD G. M. CO.

Receipts.

1900.	Forward .....	15.67	
Dec.			
1	America Gold M. Co. Recd.....	11.25	R
1	F.-D.-Nowell. Recd.....	111.94	R
5	F. D. Nowell. Recd.....	64.33	R
13	F. D. Nowell .....	150.00	R

(Testimony of Nathaniel Green.)

16	N. B. Concentrates .....	640.00	R
	Est. Val. 398 Sax.		
17	F. D. Nowell; his cks. Reed. ....	156.16	R
17	N. B. Concentrates .....	496.31	R
	Inc. Shipt. 10/21 Est. ....	1800.00	
	Ret. ....	2296.31	
20	F. D. Nowell—his cks, rec'd .....	150.33	R
	Balance .....	10937.40	
		<hr/>	
		10937.40	1804.99

F. D. NOWELL, RECEIVER.

C. B. Page 275.  
 B. B. M. and M. CO.  
 N. B. G. M. CO.  
 SEWARD G. M. CO.  
 B. M. B. Office.

1900.	Disbursements.		
Dec.	Forward .....	10937.40	
1	Voucher a/c .....		
	Alaska T. G. M. Co. Vr. 256.		
1	Str. Rustler .....	111.94	R
	Alaska T. G. M. Co. their a/c.		
5	N. B. G. M. Co. Cash at B. B. ....	64.33	R
	Con. Murphy, ord. 490.		
13	Recv. Expense .....	50.00	R
	N. Greene a/c Salary.....	25.00	
	J. J. Clarke a/c Salary Oct.....	25.00	
13	N. B. Cash at B. B. ....	100.00	R
	T. H. George for Martin George, a/c order 476.		
16	F. D. Nowel, Part. Conc. dep. for his cr. ....	383.10	R
	(See Lot No. 1781) NG.		
16	Voucher a/c .....	256.90	R
	Str. Ruth Vr. 543 did as adv. chgs on shipt. conc. 12/16.		
17	Voucher a/c .....	165.16	R
	Shattuck and Co. .... Vr. 544	53.20	
	B. M. Behrends .....	545 38.32	
	J. P. Jorgensen .....	546 15.05	
	Alaska Meat Co. ....	547 58.59	
17	F. D. Nowell .....	496.31	R
	Undercharge-shipt. Conc. 10/27.		
20	Voucher a/c .....	150.33	R
	Vr. 548 J. P. Jorgesnen .....	2.50	
	549 B. M. Behrends .....	147.83	
20	American G. M. Co. Pd. ....	15.65	
	Balance .....	.02	
		<hr/>	
		10937.40	1804.99



(Testimony of Nathaniel Green.)

C. B. Page 277.

F. D. NOWELL, RECEIVER.

B. B. M. and M. CO.  
N. B. G. M. CO.  
SEWARD G. M. CO.

1901.				B. M. B.	Office.
Ja.	Bro't Forward .....			10937.40	
21	F. D. Nowell .....				1125.00 R
	Shipt. 809 Sax. Conc. adv. for his cr.				
24	N. B. Coal at D. B. ....				525.75 R
	E. Cunningham, Ord. 563	467.70	46.70		
	P. Pollock .....	546	96.05	9.60	
	J. Dempsey .....	538	38.70	3.85	
	George Kyrage for following:				
	Frank Brown ....	450	78.57	7.85	
	Sam Fowler ....	451	69.57	6.95	
	Matt Linquist ...	453	230.75	23.05	
	Ole Jacobson ....	455	121.86	12.18	
	Fred Osborne ....	468	52.27	5.22	
	Chas. Peterson .....	472	35.00	3.50	
	Tom Sheppard .....	482	39.08	3.90	
	A. Lake .....	483	36.33	3.63	
	L. Bush .....	484	40.78	4.07	
	Dan Moranvile ....	485	206.34	20.63	
	John Ring .....	493	23.99	2.39	
	Dan Ross ...	497	73.16	7.31	
	D. Lazzanin .....	495	431.90	45.69	
	Fred Rice ....	498	29.15	2.91	
	C. Johnson .....	504	10.00	1.00	
	John Rangen ..	507	21.10	2.11	
	B. Wheeler ....	508	63.58	6.35	
	Sam Fowler ....	510	61.52	6.15	
	G. Burch .....	512	63.20	6.32	
	G. McCarron ...	519	33.25	3.32	
	G. McCarron .....	520	14.35	1.43	
	Gus Anderson .....	529	80.48	8.04	
	Gus Anderson ....	531	77.07	7.70	
	B. Wheeler ....	537	83.87	8.38	
	Ole Jacobson .....	540	171.92	17.19	
	Chas. F. Anderson ..	552	15.62	1.56	
	Hans Hansen ...	553	206.85	20.68	
	C. F. Anderson .....	554	277.17	27.71	
	Chas. A. Peterson ..	555	215.30	21.53	
	Chas. A. Peterson ..	558	18.15	1.81	
	Martin George ....	476	117.80	11.78	
	John Richards .....	463	191.20	19.12	
	John Richards .....	564	544.80	54.48	
	R. C. Hill ....	534	56.50	5.65	

(Testimony of Nathaniel Green.)

	R. C. Hill	.....533	10.00	1.00,	
	John Ryan	.....544	90.00	9.00	
	C. Bellomini	.....560	307.45	30.74	
	C. Bellomini	.....561	221.65	22.16	
	C. Bellomini	.....562	4.50	.45	
	Tom Barkley	.....565	206.66	20.66	
24	N. B. Cash at B. B.....				20.71 R
	Joe Spankenburg	....545	207.17		
25	N. B. Cash at B. B.....				192.55 R
	Frank Stall a/c	.....515	263.28	28.32	
			501	92.00	9.20
			478	83.45	8.34
			556	190.25	19.02
	Milton McGonigle	..557	332.09	33.20	
	Forward	.....	10937.40	1864.01	

C. B. Page 277  
Continued.

Disbursements.

1901.					B. M. B.	Office.
Jan.	Bt. Forward	.....	10937.40	1864.01		
25	N. B. Cash at B. B. (Continued.)					
	John Bruno ord.	....496	448.05	44.80		
	David Boyce	.....559	169.40	16.94		
	Tom Carmody	.....513	139.33	13.93		
			549	145.25	14.52	
			550	17.80	1.78	
	B. Bullard	.....522	45.88	4.50		
	Voucher a/c B. M. Behrends Vr. 551.....				78.50	R
	Recv. Expense	.....			200.00	R
	J. J. Clarke, Bal. Sal. Oct., 1900..	75.00.				
	J. J. Clarke, part Sal. Nov.....	25.00				
	N. Greene, Salary	.....	100.00.			
28	Voucher a/c C. W. Young Vr. 552.....				17.50	R
			10937.40	2160.01		

C. B. Page 279.

28	F. D. Nowell	.....			20.51	R
	Inc. Shipt. Dec. 16/00	399 Sax.				
	Balance	.....			.02	R
			10937.40	2180.54		



(Testimony of Nathaniel Green.)

C. B. Page 280.

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
N. B. G. M. Co.  
Seward G. M. Co.

Receipts.

		B. M. B.	Office.
1901			
Feb.	Bro't Forward.....		.02
11	N. B. Concentrates.....		266.76 R
	Inc. Shipt. 1/21 Est.....	1125.00	
	Ret.....	1391.76	
<hr/>			
16	N. B. Concentrates.....		60.00 R
	Reb. Frt. 809 Sax 1/21/01.....		
	Balance.....	10937.40	
<hr/>			
		10937.40	326.78
<hr/>			

C. B. Page 282.

Apr.	Bt. Forward.....		.02
5	F. D. Nowell, his D. H. Ck. 387.....		100.00 R
10	F. D. Nowell, his D. H. Ck. 388.....		67.73 R
20	W. E. Nowell, his D. H. Ck. Recd.....		2.00 R
	Balance.....	10937.40	
<hr/>			
		10937.40	169.75
<hr/>			

C. B. Page 281.

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
N. B. G. M. Co.  
Seward G. M. Co.

Disbursements.

		B. M. B.	Office.
1901			
Feb.	Forward.....	10937.40	
11	F. D. Nowell.....		266.76 R
	Inc. Shipt. 1/21 Adv. for his credit		
16	J. J. Clarke, Paid on a/c.....		30.00 R
16	N. Greene, Paid on a/c.....		30.00 R
	Balance.....		.02
<hr/>			
		10937.40	326.78
<hr/>			

(Testimony of Nathaniel Green.)

C. B. Page 283.

Apr.	Bro't for'd....	10937.40	
5	J. J. Clarke—F. H. Ck. 387 a/c.....		100.00 R
10	Recv. Expense.....		67.73 R
	D. H. Ck. 388, M. M. Behrend's Bill 4/10/01.		
20	Watchman Exp.....		2.00
	Alaska Meat Co. Bill 4/20/01.		
	Balance.....		.02
		<hr/>	
		10937.40	169.75

G+148.

C. B. Page 284.

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
N. B. G. M. Co.  
Seward G. M. Co.

Receipts.

1901		B. M. B.	Office.
May	Bro't for'd....		.02
2	W. E. Nowell, his ck. recd.....		5.00 R
21	American G. M. Co.....		1.65 R
	Balance.....	10937.40	
		<hr/>	
		10937.40	6.67

C. B. Page 286.

Oct.			.02
22	To B. M. Behrends O/d Transf. to open a/c..	12667.79	R
31	To Profit and Loss, Ck. 613 E. Hudson never presented.....	8.50	R
		<hr/>	
		12676.29	.02

C. B. Page 285.

F. D. NOWELL, RECEIVER.

B. B. M. and M. Co.  
N. B. G. M. Co.  
Seward G. M. Co.

1901		B. M. B.	Office.
Disbursements.			
May	Forward.....	10937.40	
10	American G. M. Co. Pd. them.....		5.00 R
21	Voucher a/c Vr. 556 Alaska Meat Co.....		1.65 R
	Balance.....		.02
		<hr/>	
		10937.40	6.67

*The International Trust Company et al.* 1167

(Testimony of Nathaniel Green.)

1901.			C. B. Page 287.
Oct.	Forward.....	10937.40	
	Interest on O/D July 15/00 to Oct. 22/01....	1738.89	R
	Profit and Loss to balance cash.....		.02 R
		12676.29	.02

C. B. Page 288.

F. D. NOWELL, RECEIVER.

CASH.

Receipts.

		B. M. B.	Puget S. Nat'l.
Oct.			
14	Cash from sale fo Receivers Certificates Nos. 1 to 9.....	45000.00	R
17	Cash Deposit B. M. B.....	15000.00	R
Nov.			
6	Cash Deposit B. M. B.....	15000.00	R
13	Cash Deposit B. M. B.....	5000.00	R
15	Cash Deposit B. M. B.....	2500.00	R
		37500.00	45000.00
		C. B. Page 290.	

C. B. Page 298.

F. D. NOWELL, RECEIVER.

CASH ACCOUNT.

Receipts.

		B. M. B.	Puget Sound Nat'l.
Dec.	Bro't forward.....	37500.00	45000.00
	Concentrates a/c		
	292 sacks N.B. Conc. Dry Wt 20529 lb.		
	Net returns.....	609.92	
	Frts.....	73.00	
		536.92	R
	Cash check 62 cancelled.....	957.39	
		38994.31	45000.00

## (Testimony of Nathaniel Green.)

C. B. Page 289.

## CASH—NOVEMBER, 1901.

## Disbursements.

	B. M. B.	P. S. Nat'l.
Oct.		
17 Cash—Deposit with B. M. B. Ck.....1		15000.00 R
17 Rec. Exp. Ins. on 15000 cash to Juneau...2		56.25 R
17 F. D. Nowell—Hotel Butler.....3		125.85 R
Nov.		
6 Cash—Dep. with B. M. B.....4		15000.00 R
6 T. H. George on a/e.....5		1750.00 R
7 F. D. Nowell his a/e.....6		122.00 C
8 F. D. Nowell—Hirsch and Kahn.....7		15.50 R
8 F. D. Nowell—E. C. Cheasty.....8		71.00 R
8 F. D. Nowell.....9		1.50 R
9 B. B. Cash a/e 40 p. e. B. B. Ord. 659- 661.....10		549.68 R
9 Notes Payable—Note to J. King on a/e..10		100.32 R
9 F. D. Nowell—E. Valentine.....11		65.50 R
9 F. D. Nowell on a/e.....12		2204.08 R
9 Nowell Bros. F. D. N.....13		382.96 R
12 Cash Deposit B. M. B.....15		5000.00 R
Spoiled.....14		
15 Cash Deposit B. M. B.....16		2500.00 R
16 Rec. Labor, Gus Ostrand Spoiled.....17		
Jan. to May, '98.....18		113.89 R
16 B. B. Cash, Gus Ostrand Orders Sept. 99 to Feb. 1900.....18		192.12 R
16 Ostrand, Bldg. House, on a/e 40 p. e....18		205.92 R
16 Notes Payable—Gus Ostrand May 8/99..18		409.00 R
Oct.		
24 F. D. Nowell on a/e.....1	100.00	R
31 J. H. Cobb on a/e.....2	250.00	R
F. D. Nowell on a/e 1st Nat'l Bk.....3	1178.75	C
Nov.		
6 J. H. Cobb a/e Ck. to F. D. N.....4	50.00	R
6 B. M. Behrends a/e 40 p. e.....5	5067.12	R
6 Rec. Cert. B. M. B. 40 p. e. on Cert. for 5000.....5	2000.00	R
6 Voucher a/e B. M. B.....5	817.23	R
40 p. e. on Vr. 557	19.92	
554	15.50	
536	45.55	
530	82.87	
435	136.57	
415	465.45	
406	92.98	
402	260.15	
391	51.95	
385	882.15	2043.09

(Testimony of Nathaniel Green.)

6	B. B. Cash—J. H. Moyle.....	6	1014.38	R
	40 p. c. B. B. Ord. 651	426.65		
	652	427.50		
	653	413.05		
	654	387.95		
	655	403.60		
	655	101.40		
	657	97.00		
	662	172.85		
	660	105.90	2535.95	

Forward..... 10477.48 43865.57

C. B. Page 291.

CASH—NOVEMBER, 1901.

Disbursements.

1901.		B. M. B.	P. S. Natl.	
Nov.	Bro't for'd.....	10477.48	43865.57	
6	F. D. Howell—C. W. Wills.....Ck. 7	400.00		C
	T. H. George on a/e.....8	290.49		R
6	Rec. Labor—A. Conotti on a/e.....9	5.50		R
	Voucher a/e S. Blum and Co.....10	127.64		R
	40 p. c. Vr.....346	104.12		
		326	215.00	
		319.12		
	B. B. Cash, S. Blum and Co. B. B. Ord.			
	547.....10	8.50		R
	Str. Rustler—Ed. Thornton.....11	75.00		R
	Am. G. M. Co. on a/e N. Greene.....12	400.00		R
	N. Greene, 40 p. c. on open a/e.....13	578.00		R
7	F. D. Nowell on a/e.....14	289.00		R
8	J. H. Cobb on a/e.....15	2750.00		R
8	Notes Payable, O. H. Adsit, 40 p. c. on Note C. Bellomini.....16	134.22		R
8	Voucher—O. H. Adsit, 40 p. c. on Vr. 336 Tacoma L. and B. Co.....17	25.09		R
8	Voucher—O. H. Adsit, 40 p. c. on Vr. 337 Hunt and Mottet.....18	59.00		R
8	Voucher—O. H. Adsit, 40 p. c. on Vr. 338 H. S. Emerson and Co.....19	66.40		R
	B. B. Cash—Fred Hanilla, 40 p. c. on B. B. Ord. See Cert. 13.....20	170.46		R
8	B. B. Cash—Mrs. J. T. Spickett, 40 p. c. on Ord. 526.....21	24.46		R
	Spoiled....22			
8	B. B. Cash—John Richard, 40 p. c. on Vr. 465-564.....23	263.36		R

## (Testimony of Nathaniel Green.)

8	B. B. Cash—Frank Stall 40 p. c. on B.				
	B. Ord. May 6/91 and 513.....	24	100.65		R
8	B. B. Cash—J. G. Heid, 40 p. c. on B. B.				
	Ord. 565.....	25	72.78		R
8	B. B. Cash—E. Valentine, 40 p. c. on				
	B. B. Ord.....	527	127.25		
		349	374.10		
		434	247.25		
		433	348.72		
		523	40.00		
			<hr/>		
		1137.32	26	454.93	R
8	B. B. Cash—1st Natl. Bank 40 p. c.				
	BB. Ord. 513, 549, 550.....	27	105.26		R
8	B. B. Cash—Chas. Johnson, 40 p. c. B.				
	B. Cash 536.....	28	110.04		R
			<hr/>		
	Forward.....		16988.26	43865.57	

C. B. Page 293.

## CASH—NOVEMBER, 1901.

## Disbursements.

				B. M. B.	P. S. N.
Nov.	Bro't for 'd.....		16988.26	43865.57	
8	N. B. Cash—Milton McGonigle 40 p. c.				
	B. B. Ord. 507.....	ek. 29	117.96		R
8	B. B. Cash—Louis Levy, 40 p. c. on				
	B. B. Ord. See Cert. 23.....	30	93.44		R
	N. B. Cash—H. B. Ames, 40 p. c. on				
	B. B. Ord. 446 and 448.....	31	154.88		R
8	B. B. Cash—Geo. Miller, 40 p. c. on				
	B. B. Ord.....	545	186.46		
		489	29.49		
		658	236.05		
		514	9.50		
		544	81.05		
			<hr/>		
		542.55	32	217.02	R
9	B. B. Cash—Andrew Martin, 40 p. c. on				
	B. B. Ord. 475.....	33	34.26		R
9	B. B. Cash—C. Goldstein, 40 p. c. on B.				
	B. Ord. 516.....	34	72.47		R
9	B. B. Cash—John Zavodsky, 40 p. c. on				
	B. B. Ord. 572.....	35	34.41		R
9	B. B. Cash—Con Murphy, 40 p. c. on B.				
	B. Ord. 491.....	36	37.07		R
9	Notes Payable THG a/c King, 40 p. c.				
	on note to King \$500.00.....	37	99.67		
9	B. B. Cash—THG Martin George, 40 p.				

(Testimony of Nathaniel Green.)

	e. on Ord. 569-476.....	38	295.01		R
9	Voucher a/e—1st Natl. Bank, 40 p. e. on Vr. 537—\$35.20.....	39	14.06		R
9	Str. Alert—1st Natl. Bk., 40 p. e. on open a/e \$76.00.....	39	30.40		R
9	Am. G. M. Co.—T. P. Dunn, Labor.....	40	200.00		R
9	F. D. Nowell, Geo. Simpkins.....	41	7.80		R
9	B. B. Cash—V. McFarland, 40 p. e. B. B. Ord. 351.....	42	20.27		R
9	Am. G. M. Co.—F. D. Nowell.....	43	1073.74		R
9	Nowell Bros. W. E. Nowell.....	44	382.96		R
9	W. E. Nowell open a/e, 40 p. e.....	45	3256.46		R
9	Str. Rustler—W. E. Nowell a/e Rustler..	46	3870.62		R
9	J. J. Clarke—40 p. e. on open a/e.....	47	338.00		R
11	Voucher a/e Als. G. T. and Abst. Co. V. 558.....	48	38.00		R
11	B. B. Cash—Geo. Kyrage 405 on B. B. ord. List on file and Journal Folio 226.....	49	1234.03		R
	Forward.....		28610.82	43865.57	

C. B. Page 295.

CASH—NOVEMBER, 1901.

Disbursements.

			B. M. B.	P. S. Natl.	
Nov.	Bro't for'd.....	28610.82		43865.57	
11	Notes Payable—Geo. Kyrage, 40 p. e. on Note C. Bellomini for \$381.70.....	50	152.68		R
	Spoiled.....	51			
11	Voucher a/e—Malony and Cobb for Fraser and Chalmers, 40 p. e. Vr. 495.....	52	52.00		R
11	Voucher a/e—Shattuck and Co., 40 p. e. on Vr. ....	342	365.00		
		361	929.22		
		370	18.75		
		379	156.00		
		393	11.07		
		401	43.62		
		523	9.00		
		531	78.00		
		533	4.22		
		1614.88	53	645.95	R
11	Voucher a/e—Union Wharf Co. Vr. 533..	54	13.50		R
11	Voucher Seattle Hdwe. Co., 40 p. e.				

(Testimony of Nathaniel Green.)

	on Vr. ....	430	9.15			
		339	57.76			
		313	51.22			
		289	555.05	55	269.27	R
			<hr/>			
			673.18			
11	B. B. Cash—C. Bellomini, 40 p. c. on B. B. Ord. Nos. 562-561.....	56	78.22			R
11	B. B. Cash—Mrs. Bellomini, 40 p. c. on Ord. 560 .....	57	110.68			R
11	B. B. Cash—W. W. Casey, 40 p. c. on Ord. 559-505 .....	58	71.86			R
11	B. B. Cash—W. W. Casey a/c J. Stramp, 40 p. c. on Ord. 556.....	59	172.34			R
11	Voucher a/c—Ala. Trans. Co., 40 p. c. Vr. ....	524	1.00			
		303	1.60			
		504	89.15			
			<hr/>			
			91.75	61	36.70	R
11	Voucher a/c—J. B. Denny a/c West Coast G. M. Co. on 40 p. c. Vr. ....	355	107.72			
		335	2285.75	62	957.39	R
11	B. B. Cash—John Olds, 40 p. c. on B. B. Ord. 538 .....	63	30.85			R
11	Voucher Vr. 423 .....	63	15.00			
			<hr/>			
	Forward.....	31256.76			43865.57	

C. B. Page 297.

CASH ACCOUNT—NOVEMBER, 1901.

1901.	Brought forward.....	31256.76			43865.57
Nov.					
12	Unpaid drafts—Winn and Shackle- ford 40 p. c. on Murphy-Grant dft. 410.90 .....	ek. 64	164.38		R
12	San Fanc. a/c Winn a Shackle- ford for Murphy-Grant & Co....	ek. 64	15.00		R
12	Voucher a/c R. P. Nelson, Vr. 343		2.75		
		357	1.50		
		369	1.00		
		459	.50	ek. 65	18.15 R
		539	3.55		
		555	4.85		
		331	4.00		
			<hr/>		



(Testimony of Nathaniel Green.)

12	B. B. Cash S. Garfinkle 40 p. c. on ord. 494 .....	66	23.83	R
12	Voucher a/c C. W. Young, 40 p. c. Vr. 484      28.50	67	126.75	R
	405      36.75			
	416      225.95			
	433      25.68			
	<hr/>			
	316.88			
12	Unpaid Drafts C. W. Young, 40 p. e. on Boston Draft 209 1079.14	67	431.66	R
12	Voucher a/c Juneau I. Wks. Vr. 501      6.75	68	9.25	R
	483      2.50			
14	B. B. Cash Geo. Kyrage 40 p. c. on B. B. ord. 496      399.25			
	300      200.58			
	663      9.50	69	243.73	R
	<hr/>			
14	B. B. M. and M. Co. J. F. Malony open a/c .....	70	297.82	R
14	B. B. Cash Jno. Olds, 40 p. c. or 563	71	165.20	R
14	Unpaid dfts. Ala. Meat Co. 40 p. c. on Boston dft. for.....548.84			
	Boston dft. for.....444.46	72	1330.63	R
	Boston dft. for.....673.32			
	Boston dft. for.....682.37			
	Boston dft. for.....977.39			
	<hr/>			
	3326.58			
14	Voucher a/c Ala. Meat Co., 40 p. c. on Vr. 550      14.17			
	535      73.32			
	532      74.30			
	522      73.50	72	383.25	R
	422      191.80			
	404      112.87			
	370      177.35			
	376      240.61			
	<hr/>			
	958.12			
14	Voucher a/c Decker Bros. Vr. 538.	73	11.60	R
14	B. B. Cash Decker Bros. 40 p. c. on B. B. ord. see cert. 57.....	73	112.00	R
15	Unpaid dfts. J. P. Jorgenson 40 p. e. on Boston dft. for 332.45....	74	132.98	

Forward.....34722.99

43865.57

## (Testimony of Nathaniel Green.)

Cash Book Page 299.

## CASH ACCOUNT.

## Disbursements.

November, 1901.

Bro't forward.....34722.99 43865.57

Nov.

15	Voucher Acct., J. P. Jorgenson 40 p. c.				
	Vr. 541	22.00	74	172.83	R
	481	2.75			
	436	11.00			
	417	21.32			
	399	42.40			
	362	4.70			
	361	96.26			
	325	235.64			
		<hr/>			
18	B. B. M. and M. Co. orders a/c.....75	66.00			R
	W. E. Nowell 407, ord. N. Greene and J. J. Darkin				
18	Voucher a/c Alaska-Treadwell G. M. Co. 40 p. c. ....76	262.63			R
	Vr. 413	10.00			
	306	1.25			
	392	2.00			
	382	358.45			
	356	3.00			
	345	95.75			
	322	2.10			
	287	29.78			
	268	68.50			
	250	85.75			
		<hr/>			
		656.58			
18	Voucher a/c Juneau Pharmacy .....77	39.45			R
	Vr. 502	.25			
	461	4.00			
	437	.50			
	419	7.50			
	396	9.00			
	381	12.65			
	358	1.50			
	350	4.05			
		<hr/>			
19	B. B. Cash, W. E. Nowell, 40 p. c. B. B. Order 548-492 .....78	15.48			R
20	B. B. Cash, B. M. Behrends for Wm. Fugler, 40 p. c. ord. 543.....79	243.58			R

(Testimony of Nathaniel Green.)

20	Rec. Labor B. M. B. for Wm. Fugler 40 p. c. Labor 1898, 250.00.....	100.00	R	100.00
20	B. B. Cash, B. M. Behrends order to Jaek Walch, Feby 23/01 .....	80	6.00	R
Dec.				
26	B. B. Cash, John Olds 40 p. c. B. Board 546 .....	81	34.58	R
7	B. B. Cash, Gust Ostrand Bal. 40 p. c. B. B. ord. 448 .....	19		313.08 R
13	S. F. Acct., B. M. Behrends 40 p. c. open ac., Levi Strauss & Co.....	82	82.12	R
14	Cash, Winn & Shackelford issued in Lieu of ck. 62 cane.....	83	957.39	R
	Forward.....	36703.05		44178.65
Continuation of C. B. Page 299.				
	Bt. forward.....	36703.05		44178.65
Dec.				
28	N. Greene salary Nov. and Dec.....	84	200.00	R
1902.				
Jany.				
4	B. B. Cash, Thos. Richardson B. B. Ord. 517, ord. lost bond given .....	85	35.25	R
4	Watchman Joe King on a/e.....	888	50.00	R
Feb.				
5	Rec. Exp. Chas. Brown, trip to B. B....	86	9.00	R
5	Watchman—A. Francisco on a/e .....	87	40.00	R
5	St. Anns Hospt. ....	88	229.00	
			37266.30	44178.65
C. B. Page 301.				
1902.	Brought forward.....	37266.30		44178.65
Feb.				
7	Rec. Exp., W. J. Hills a/e cash.....	89	10.00	R
7	Rec. Exp., J. J. Clarke typewriting....	90	16.50	R
7	N. Greene—N. Greene a/e Jany. sal....	91	50.00	R
Mch.				
22	Rec. Labor, J. G. Heid a/e garnishee J. Fairfield .....	92	57.10	R
	98, Oct. P. R. ....	20.90		
	98, Nov. P. R. ....	28.95		
	99, Dec. P. R. ....	7.25		
22	Rec. Labor, Geo. Kyrage a/c Mike Pench .....	93	56.32	R
	Aug. 1900, P. R. ....	33.17		
	Sept. 1900, P. R. ....	23.15		

## (Testimony of Nathaniel Green.)

22	B. B. Cash, J. J. Clarke ord. Chas.		
	Rausch .....	94	130.06 R
	407 B. B. Ord. 478.....	75.11	
	407 B. B. Ord. 501.....	82.80	
	407 B. B. Ord. 556.....	167.23	
	cand.....	95	
22	Watchman a/c A. Francisco .....	96	114.10 R
	Apr. Balance due		
7	N. Greene a/c salary Jany. ....	889	50.00 R
			<hr/>
		37750.38	44178.65
	Balance special a/c F. D. N., Recv.....	807.01	
	Balance No Bills G. M. Co., F. D. N., Recv. ....	436.92	
	Balance Special a/c F. D. N., Recv....		821.35
		<hr/>	<hr/>
		38994.31	45000.00

C. B. Page 306.

## CASH ACCOUNT, 1902.

## F. D. NOWELL, RECEIVER.

## Receipts.

		B. M. B.	Puget Sound Natl.
June	Brought forward.....	29243.93	821.35
21	Rec. Cert. No. 124, Mine Sec. Corp., cash....	1000.00	R
21	Rec. Cert. No. 125, Mine Sec. Corp., cash....	1000.00	R
21	Rec. Cert. No. 126, Mine Sec. Corp., cash....	1000.00	R
21	Rec. Cert. No. 127, Mine Sec. Corp., cash....	1000.00	R
21	Rec. Cert. No. 128, Mine Sec. Corp., cash....	1000.00	R
		<hr/>	<hr/>
		34243.93	821.35

C. B. Page 312.

1902.	Brought forward.....	34243.93	821.35
Sept.			
5	By W. E. Nowell Dep. special fund.....	100.00	R
5	May Material and Supplies a/c Dep. N. B. G. M. Co. ....	46.57	R
	Pd. by Weld at B. B.		
Nov.			
12	By Betterment cert. a/c cert. No. 1, Ala. J. G. M. Co. ....	10000.00	R
		<hr/>	<hr/>
		44390.50	821.35

(Testimony of Nathaniel Green.)

C. B. Page 314.

1902.

Dec.

44370.50 821.35

19 W. E. Nowell, Special ck. 324..... 60.00 60.00  
 19 W. E. Nowell, Special ck. 375..... 102.70 102.70 R

1903.

Jany.

5 W. E. Nowell, Special ck. 326..... 6.00 6.00 R  
 5 W. E. Nowell, Special ck. 327.....175.50 175.50 R  
 5 W. E. Nowell, Special ck. 328..... 68.40 68.40 R

Feb.

9 W. E. Nowell, Special ck. 320 can..... 250.00 R  
 9 Cash, W. E. Nowell, Special ck. 334 Dep.  
 FDN. Sp. .... 1309.25 R

Jan.

24 W. E. Nowell, Special ck. 329..... 729.40 R  
 24 W. E. Nowell, Special ck. 330..... 52.15 R  
 24 W. E. Nowell, Special ck. 331..... 87.50 R  
 24 W. E. Nowell, Special ck. 331..... 2.00 R  
 24 W. E. Nowell, Special ck. 332..... 32.60 R  
 24 W. E. Nowell, Special ck. 333..... 31.50 R  
 24 W. E. Nowell, Special ck. 334..... 309.25 R

Forward.....45949.75 821.35

C. B. Page 318.

1903.

To Deposit ..... 45949.75 821.35  
 To Bett. Cert. a/c.....5996.29 6675.00 R  
 To Am. Gold M. Co..... 678.71

Forward.....52624.75 821.35

F. D. NOWELL, Receiver.

C. B. Page 302.

1902.

Apr.

Balance F. D. N. Recv. Special a/c..... 807.01 821.35  
 7 N. Belle G. M. Co., F. D. N., Recv..... 436.92  
 23 Rec. Certificates a/c, Cert. '95-96-97-98-7 '99.  
 issued Mines Securities Corp., Apr. 4, 1902  
 for \$1000 cash ..... 5000.00 R

May

9 Rec. Cert. a/c 111 Thos. Stokes for cash.... 5000.00 R  
 9 Rec. Cert. a/c 112 Francis Louis Slade cash.. 2000.00 R  
 9 Rec. Cert. a/c 113 Francis G. Laudon cash.. 1000.00 R  
 9 Rec. Cert. a/c 114 Edythe D. McLeod cash.. 3000.00 R

## (Testimony of Nathaniel Green.)

9	Rec. Cert. a/c 115 Henry Endicott cash.....	2000.00	R
9	Rec. Cert. a/c 116 Henry Endicott cash.....	2000.00	R
9	Rec. Cert. a/c 117 Henry Endicott cash.....	2000.00	R
9	Rec. Cert. a/c 118 Henry Endicott cash.....	2000.00	R
9	Rec. Cert. a/c 119 Henry Endicott cash.....	2000.00	R
9	Rec. Cert. a/c 120 David L. Webster cash....	1000.00	R
9	Rec. Cert. a/c 121 Mary V. Webster cash....	1000.00	R
		<u>29243.93</u>	<u>821.35</u>

C. B. Page 320.

## CASH ACCOUNT, 1903.

## F. D. NOWELL, RECEIVER.

## Receipts.

		B. M. B.	P. S. Nat. Bk
1903.	Balance.....	52624.75	821.35
July			
2	To F. D. Nowell .....	725.00	
6	To F. D. Nowell .....	150.00	
		<u>53499.75</u>	

C. B. Page 324.

Bt. Forward .....	53499.75	821.35
F. D. Nowell, Cash .....	299.25	R
F. D. Nowell, Cash .....	3000.00	R
	<u>56799.00</u>	<u>821.35</u>

C. B. Page 326.

## F. D. NOWELL, RECEIVER.

## CASH ACCOUNT.

## Receipts.

		B. M. B.	Puget Sound Natl.
	Bt. forward.....	56799.00	R 821.35
Aug.			
17	F. D. Nowell Dep. by bullion .....	619.07	R
Sept.			
8	Cash, Cash dep. by N. Greene .....	150.00	R
26	Rec. Certificate Bett. Cert. No. 4 issued Sep.		
	26 to Jos. MacDonald .....	2500.00	R
		<u>60068.07</u>	<u>821.35</u>
	Forward.....		
	C. B. Page 328.		
Oct.	Brought forward.....	60068.07	821.35
9	Suspense .....	2500.00	R
		<u>62568.07</u>	<u>821.35</u>
	Forward .....		

(Testimony of Nathaniel Green.)

	C. B. Page 330.		
Nov.	Brought forward.....	62568.07	821.35
3	Suspense .....	2500.00	R
		65068.07	821.35
1903	C. B. Page 334.		
Dec.	Brought forward.....	65068.07	821.35
2	Rec. Cert. a/c Bett. Cert. No. 6 issued Dec. 2/03 to Jos. MacDonald .....	2500.00	5-R
16	Rec. Cert. part cert. No. 6 issued Dec. 19/03 to N. Greene .....	50.00	8-R
1904.			
Jany.	Bullion a/c Amalgam from safe made last run at B. B. melted with Basin bullion, credit to F. D. N., by B. M. B., Dec./02..		
		96.00	R
Aug.			
1	F. D. Nowell, cash to pay Thorndyke.....	4.00	R
	F. D. Nowell, cash to pay W. Burd, fares....	6.00	R
		67724.07	821.35
	Outstanding Checks 700.....	2.00	
		702.....	145.42
		704.....	1.50
		708.....	15.00
		163.92	
		67887.99	

CASH ACCOUNT.

C. B. Page 303.

Disbursements.

1902.	B. M. B. Puget Sound Natl.		
April			
24	Mining Sec. Invest. F. D. Nowell for 3 teleg. ch. 97-768.....	2.90	R
May			
3	Rec. Expense N. Greene, sal. Feb. Mch. Apr. 890 .....	300.00	R
6	Mining Sec. Invest. "for Pck. Beach to Mine, 98 .....	1.50	R
7	Mining Sec. Invest. C. W. Young Inv. May 5/5/99 .....	26.85	R
7	Mining Sec. Invest. Union Whg. Co. May 5—100 .....	12.00	R
9	Mining Sec. Invest. Shattuck and Co. P. Fuse and Caps, 101.....	760.00	R

## (Testimony of Nathaniel Green.)

June

2	Rec. Cert. F. D. Nowell, a/c 40 p. c. Cert. 73—102 .....	2000.00	R
2	Mining Sec. Invest. Henshaw-Buckley and Co. Inv. Apr. 29, 103.....	485.70	R
2	Mining Sec. Invest. C. W. Young, Stm't. June 1, 104.....	41.71	R
3	Rec. Cert. F. D. Nowell 40 p. c. Cert. 63— 40 p. c. cert. 73.....	299.77	
	40 p. c. cert. 74.....	748.57	ek.
	40 p. c. cert. 74.....	604.24	105 1681.60 R
	40 p. c. cert. 100.....	49.69	
		49.31	
3	Min. Sec. Invest. Hendy Mach. Wks. a/c Frt. and Exch. pd. B. M. B. ek. 106....	284.80	R
3	Rec. Expense R. P. Nelson, stationery, 107	8.60	R
3	Min. Sec. Invest. Shattuck & Co., Pow. etc. 108 .....	71.00	R
3	Min. Sec. Invest. Ala. Meat Co. Inv. May 109 .....	34.14	R
3	Min. Sec. Invest. J. P. Jorgenson May 109	48.75	R
3	Min. Sec. Invest. Union Whf. Frt. on pipe and rails.....	58.65	
	5 tons coal .....	60.00	111 120.85 R
	Whf. ....	2.20	
3	Rec. Certif. J. F. Malony 40 p. c. cert. 54-112 .....	178.69	R
3	Rec. Certif. Shattuck and Co. 40 p. c. 38-113 .....	387.57	R
4	Rec. Certif. Malony and Cobb 40 p. c. cert. 37-114 .....	31.20	R
4	Rec. Certif. J. F. Malony 40 p. c. cert. 90-115 .....	320.00	R
		80.00	
		91..	80.00
		92..	80.00
		93..	80.00
4	Min. Sec. Invest. H. J. Raymond 100, 116..	36.00	R
4	Rec. Cert. N. Greene 40 p. c. cert. 75-117..	346.80	R
5	Rec. Cert. C. W. Young 40 p. c. 48-118....	335.04	R
5	Min. Sec. Invest. Seattle Hdw. Co. Inv. May 20, 119 .....	514.25	R
5	Rec. Cert. J. J. Clarke 40 p. c. cert. 80-120	202.80	R
5	Rec. Cert. Geo. Miller 40 p. c. cert. 51-121.	51.83	R
5	Rec. Cert. Fred. Wright 40 p. c. cert. 52-122	58.93	R

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Forward..... 8323.51



(Testimony of Nathaniel Green.)

Continuation of C. B. Page 303.

June	Bt. Forward.....	8323.51	
5	Rec. Cert. J. G. Heid 40pc Cert. 17.....	123	43.66 R
5	F. H. Nowell, 40pc open a/c.....	124	150.00 R
5	F. H. Nowell, 40pc open a/c.....	125	571.97 R
5	Reec. Cert. J. Olds, 40pc on cert. 81.....	126	20.75 R
5	Rec. Cert. E. Cunningham 40pc on cert. 55.....	127	99.12 R
5	Rec. Cert. L. Levy, 40pc on cert. 23....	128	56.06 R
5	Rec. Cert. E. Valentine, 40pc on cert. 18..	129	272.95 R
Forward....			9538.02

CASH ACCOUNT.

1902.

C. B. Page 305.

B. M. B. Puget Sound Natl.

June	Brought forward.....	9538.02	9
6	Rec. Certif. 1 Nat. Bk. 40pc cert. 49...130	130	146.24 R
6	Rec. Certif. Thos. Cannody 40pc cert. 19..	131	63.16 R
6	Rec. Certif. 1 Nat. Bk. 40pc cert. 89....	132	80.00 R
6	Rec. Certif. Ala. Meat Co. 40pc cert. 56..	133	1028.33 R
6	Rec. Certif. J. P. Jorgenson 40pc cert. 58..	134	183.48 R
7	Rec. Certif. J. King 40pc cert. 29.....	133	449.81 R
7	Rec. Certif. T. H. George 40pc cert..... ..... (spoiled—136)		
	66.....	137	1224.30 R
7	Rec. Certif. Martin 40pc cert. 31.....	138	177.00 R
7	Min. Sec. Invest. J. King May P. R....	139	57.85 R
	Spoiled	140	
		141	
		142	
7	Min. Sec. Invest. Gus Ostrand May P. R...	143	94.70 R
7	Min. Sec. Invest. John Praute May P. R...	144	41.05 R
7	Min. Sec. Invest. Adolph Francisco May P. R.....	145	36.30 R
7	Min. Sec. Invest. Chas. Brown May P. R...	146	28.45 R
7	Min. Sec. Invest. C. D. Knapp May P. R...	147	46.66 R
7	Min. Sec. Invest. Dan Kelly May P. R...	148	.50 R
7	Min. Sec. Invest. D. Funaro May P. R...	149	8.50 R
7	Min. Sec. Invest. Dan Sullivan May P. R...	150	8.50 R
7	Min. Sec. Invest. Jno. Davido May P. R...	151	7.00 R
7	Min. Sec. Invest. P. Giaimeito spoiled May P. R.....	152 153	3.00 R
7	Min. Sec. Invest. Geo. A. Howse May P. R...	154	19.75 R
7	Rec. Cert. Decker Bros. 40 pc cert. 59....	155	67.20 R
7	Rec. Cert. B. M. B. 40 pc cert. 15..	158.02	
		16..	60.38
		24..	92.93
		40..	4730.61
		62..	81.69.156
			5123.63 R

## (Testimony of Nathaniel Green.)

10	Rec. Cert. Geo. Kyrage 40pe cert. 34....	157	500.00	R
10	Rec. Cert. Geo. Kyrage 40pe cert. 34....	158	240.42	R
11	Rec. Cert. Geo. Kyrage 40pe cert. 35....	159	91.61	R
11	Rec. Cert. J. G. Peterson 40pe cert. 45...	160	22.02	R
13	Min. Sec. Inv. P. O. Stamps.....	161	2.00	R
15	Min. Sec. a/c Cont. P. G.—E. Kelly....	162	26.40	R
15	Min. Sec. E. Kelly June P. R.....	162	3.75	R
15	Dec. Cert. Jno. Sloamp 40pe cert. 44....	163	103.40	R
15	Rec. Cert. W. W. Casey 40 pe cert. 43....	164	43.12	R
15	Mine Sec. Invest. a/c Cont. P. G. J. Cole-			
	man.....	165	21.00	R
15	Mine Sec. Invest. a/c cont. P. G. D. Sul-			
	livan.....	166	15.55	R
	Forward.....		19500.70	

1902.

Continuation of C. B. Page 305.

B. M. B. Puget Sound Natl.

June	Bt. Forward.....		19500.70	
15	Min. Sec. Invest. a/c P. G., June, D.			
	Sullivan.....	166	13.12	R
15	Mine Sec. Invest. a/c P. R. D. Funaro...	167	12.40	R
15	Rec. Cert. J. T. Spickett 40pe cert. 14...	168	14.68	R
	Forward.....		19540.90	

## CASH ACCOUNT.

C. B. Page 307.

B. M. B. Puget Sound Natl.

June	Brought forward.....		19540.90	
16	Rec. Exp. F. D. Nowell, trip to			
	Skagway Oct. 31/01.....	27.50...169	58.00	R
	Str. Farralon, Nov. 17.00...	20.00		
	Printing cert.....	10.50		
18	Rec. Labor. A. Christophenson, B. B. Pay			
	Roll Spt. 1900.....	170	32.15	R
18	Rec. Exp. B. M. Behrends traveling exp.			
	East as per Court Order.....	171	616.50	R
18	Rec. Cert. Fred Harnela 40pe cert. 13....	172	102.27	R
18	Mine Sec. Invest. Pete Tegarmilli June P.			
	R.....	173	6.50	R
19	Rec. Cert. West Coast Croc. Co. 40pe.			
	cert. 84.....	174	475.04	R
20	Mine Sec. Invest. Geo. A. Howe June P. R....	175	17.35	R
20	Rec. Cert. 1st Natl. Bk. 40pe C. 32.....	176	26.69	R
20	Assess. Wk. 1901, J. F. and Nav. Co.			
	Fare and frt.....	177	7.85	R

(Testimony of Nathaniel Green.)

20	Watchman a/c J. F. and Nac. Co. frt....	177	24.25	R
23	Mining Sec. Invest. " Frt and may....	177	10.75	R
23	Rec. Cert. Gus Ostrand 40pc cert. 59.....	178	552.56	R
	40pc cert. 82.....	178	187.85	R
23	Watchman a/c J. King from Nov. '91 to May, 6-02, \$100 pd.....	179	361.50	R
23	Mine Sec. Invest. Juneau I. Wks. May a/e.	180	12.45	R
23	Mine Sec. Invest. Kilborne Clark and Co., 2 telephones.....	181	33.65	R
23	Mine Sec. Invest. P. C. S. S. Co. frt. on 2 telephones.....	182	2.45	R
23	Mine Sec. Invest. Str. Rustler, frt, etc. April and May.....	183	205.50	R
23	Mine Sec. Invest. Shattuck and Co. etc. on bal. oil.....	184	3.55	R
23	Mine Sec. Invest. N. Greene Salary June and May.....	185	200.00	R
23	Mine Sec. Invest. V. Lundquist 2 Guns for Conts.....	180	1.50	R

July

1	Rec. Cert. W. E. Nowell 40pc C.	.60		
		39.60		
	40pc cert. 64.....	229.78		
	cert. 65.....	1253.88		
	cert. 78.....	9.29		
	cert. 86.....	40.69		
	cert. 101.....	49.32	187	2331.56 R

Forward..... 24810.82

1902.

Continuation of C. B. Page 307.

B. M. B. Puget Sound Natl.

July	Bt. Forward.....	24810.00	R
3	Mine Sec. Invest. Joe King June P. R....	189	102.00 R
3	Min. Sec. Invest. Gust Ostrand June P. R.	189	98.76 R
3	Mine. Sec. Invest. Chas. Brown June P. R.	190	57.24 R
3	Mine Sec. Invest. W. J. McGlur June P. R.	191	70.00 R
3	Mine Sec. Invest. C. D. Knapp June P. R.	192	87.53 R
3	Mine Sec. Invest. Jno. David June P. R....	193	15.37 R
3	Mine Sec. Invest. Peter Giacometto June P. R.....	194	18.00 R
3	Mine Sec. Invest. Adolph Francisco June P. R.....	195	24.50 R
3	Mine Sec. Invest. Fred Hanilla June P. R.	196	37.25 R
	(May board)		
3	W. E. Nowell, cash to be acct. for.....	197	100.00 R

Forward.....25430.47

## (Testimony of Nathaniel Green.)

## CASH ACCOUNT.

C. B. Page 309.

1902.		B. M. B. Puget Sound Natl.	
July	Brought forward.....	25430.47	
3	Mine Sec. Invest. Peter Giacometto, a/c cont.....	198	425.14 R
5	Rec. Cert. J. J. Clarke 40pc c. 94.....	199	78.03 R
7	Rec. Cert. J. H. Moyle 40pc c. 76-77....	200	608.63 R
7	Mine Sec. Invest. Union Iron Wks. cross-head.....	201	69.00 R
7	Rec. Cert. W. J. Fulger 40pc c. 79.....	202	206.14 R
7	Rec. Cert. Chas. Johnson 40pc c. 20.....	203	66.02 R
7	Rec. Cert. Seattle Hdw. Co. 40pc C. 39...	204	161.56 R
7	Mine Sec. Invest. T. H. George, salary May and June.....	205	200.00 R
17	Mine Sec. Invest. Ala. Meat Co. June a/c..	206	64.40 R
17	Mine Sec. Invest. B. M. Behrends a/c to June 30.....	207	284.12 R
17	Watchman a/c B. M. Behrends Prov.....	207	27.40 R
	Spoiled 208		
17	Mine Sec. Invest. J. F. and N. Co. June a/c.....	209	37.45 R
17	Mine Sec. Invest. R. P. Nelson sta June a/c.....	210	2.80 R
17	Mine Sec. Invest. Juneau I. Wks. June a/c.....	211	11.05 R
17	Mine Sec. Invest. Price Bros. June a/c...	212	7.00 R
	Spoiled 213		
17	Mine Sec. Invest. Str Rustler June a/c...	214	62.00 R
17	Mine Sec. Invest. Shattuck and Co. Inv. July 15, powder.....	215	345.00 R
17	Mine Sec. Invest. C. W. Young Inv. June..	216	7.60 R
17	Mine Watchman a/c Ala. Meat Co., Nov. '01, Feby. '02.....	217	25.65 R
18	Mine Sec. Invest. H. P. Nowell Com. on S. F. purch.....	218	36.78 R
18	Mine Sec. Invest. St. Ann's Hosp. Fees May and June.....	219	21.00 R
21	Mine Sec. Invest. P. Giacometto a/c cont..	220	1191.85 R
	Mine Sec. Invest. T. Kyvig, July P. R....	221	2.40 R
21	Mine Sec. Invest. P. C. G. Co....spoiled	222	
21	Mine Sec. Invest. frt. on Cross head.....	223	1.75 R
22	Mine Sec. Invest. Standard Oil Co. 1 bbl. Oil.....	224	11.56 R
23	Mine Sec. Invest. a/c L. McKinnon Cont. J. Gromo.....	225	10.00 R
	Forward.....	29394.80	

*The International Trust Company et al.* 1185

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Continuation of C. B. Page 309.

1902.		B. M. B. Puget Sound Natl.	
July	Forward.....	29394.80	
26	Mine Sec. Invest. Henshaw-Buckley and Co., July 15.....	226	69.50 R
28	Mine Sec. Invest. a/c L. McKinnon, Cont. J. Dando.....	227	115.00 R
28	Mine Sec. Invest. July P. R. J. Dando....	227	2.12 R
30	Mine Sec. Invest. Ala. Tread. G. M. Co. Ins.....	228	87.00 R
Aug.			
2	Mine Sec. Invest. Chas. Brown July P. R..	229	1.90 R
4	Mine Sec. Invest. a/c L. M. K. Cont. D. Bartholomew.....	230	13.95 R
4	Mine Sec. Invest. Joe King H July P. R..	231	89.50 R
4	Mine Sec. Invest. Gus Ostrand July P. R..	232	98.25 R
4	Mine Sec. Invest. C. D. Knapp July P. R..	233	86.30 R
5	Mine Sec. Invest. a/c L. McK. cont. James Brown.....	234	24.25 R
5	Rec. Cert. John Olds, 40pc C. 28.....	235	20.64 R
5	Mine Sec. Invest. Juneau I. Wks. July a/c.....	236	30.95 R
5	Mine Sec. Invest. B. M. Behrends—July a/c.....	237	148.29 R
Forward.....		30078.95	

CASH ACCOUNT.

C. B. Page 311.

1902		B. M. B. Puget Sound Natl.	
Aug.	Brought forward.....	30078.95	
5	Mine Sec. Invest. J. P. Jorgenson July a/c..	238	4.00 R
5	Mine Sec. Invest. Ala. Meat Co. July a/c..	239	66.24 R
5	Mine Sec. Invest. a/c L. McKinnon Str. Rustler.....	240	31.70 R
5	Mine Sec. Invest. Str. Rustler, July a/c..	240	40.85 R
5	Mine Sec. Invest. Nowell Bros. May, June and July.....	241	53.06 R
	Collections.....	242	53.06 R
7	Mine Sec. Invest. a/c L. McKinnon Dep. B. M. B.....	243	500.00 R
7	Mine Sec. Invest. T. H. George July sal..	244	100.00 R
11	Rec. Cert. Invest. Ala. T. G. M. Co. 40pc G. 61—.....	245	157.56 R
11	Mine Sec. Invest. G. Ostrand a/c Aug. P. R.....	246	20.00 R
13	Rec. Cert. Con Murphy 40pc C. 30.....	247	22.24 R
16	Rec. Cert. F. E. Nowell 40pc C. 129—...	248	433.18 R

## (Testimony of Nathaniel Green.)

18	Rec. Cert. Milton McGonigle 40pe—21...	249	70.77	R
21	Rec. Cert. Geo. Lodge 40pe C. 33.....	250	19.45	R
21	Rec. Cert. C. Goldstein 40 pe C. 27... ..	251	43.48	R
21	Mine Sec. Invest. John Prante July P. R..	252	29.15	R
21	Mine Sec. Invest. C. D. Knapp Aug. P. R.....	253	65.40	R
21	Mine Sec. Invset. L. McKinnon a/c Cont..	254	489.90	R
21	Mine Sec. Invest. Chas. Peterson Aug. P. R.....	255	115.12	R
21	Mine Sec. Invest. Sam Estlick Aug. P. R.	256	51.50	R
21	Mine Sec. Invest. Joe Vertm July P. R..	257	4.63	R
26	Mine Sec. Invest. Juneau M. Co. a/e McK. Cont.....	258	44.50	R
26	Mine Sec. Invest. L. McKinnon McK. Cont.....	259	183.60	R
26	Mine Sec. Invest. B. M. Behrends McK. Cont.....	260	77.58	R
26	Mine Sec. Invest. Lynn Canal Nav. Co. Mc. Cont.....	261	56.25	R
26	Mine Sec. Invest. W. E. Nowell McK. Cont.....	262	7.50	R
26	Mine Sec. Invest. St Anns Hosp. McK. Cont.....	263	17.00	R
Forward.....			32836.69	

Continuation of C. B. Page 311,

1902				B. M. B. Puget Sound Natl.
Aug.	Bt. forward.....		32836.69	
26	Mine Sec. Invest. C. D. Knapp a/c Pr. of Smith.....	264	12.00	R
Sept.				
5	Mine Sec. Invest. Union Iron Wks. 12 Inlet Valve.....	265	120.50	R
5	Mine Sec. Invest. St. Anns Hospt. fees July and Aug.....	266	9.00	R
5	Mine Sec. Invest. Nowell Bros. P. R. Aug..	267	11.25	R
5	Mine Sec. Invest. Gus Ostrand, Aug. ser- vices.....	268	71.00	R
5	Mine Sec. Invest. Joe King Aug. services..	269	93.00	R
5	Mine Sec. Invest. C. W. Young Aug. a/e..	270	13.96	R
5	Mine Sec. Invest. Ala. Meat Co. Aug. a/e.	271	12.30	R
5	Mine Sec. Invest. Fares W. E. N. and Knapp Str. Spokane.....	272	11.00	R
5	Mine Sec. Invest. Nowell Bros. Mdse. for store.....	273	4.45	R
5	Mine Sec. Invest. Union Whf. Coal, Aug..	274	33.00	R
5	Mine Sec. Invest R. P. Nelson Sta.....	275	2.35	R

33230.60

(Testimony of Nathaniel Green.)

CASH ACCOUNT. Cash Book Page 313.

1902		B. M. B. Puget Sound Natl.	
Sept.	Brought forward.....	33230.60	
5	Mine Sec. Invest. Juneau I. Wks. Aug. a/c.....	276	33.15 R
5	Mine Sec. Invest. a/e McK. Cont. Nowell Bros.....	277	16.85 R
5	Mine Sec. Invest. B. M. Behrends Aug. a/c.....	278	97.37 R
5	Mine Sec. Invest. Lynn Canal Nav. Co. a/e.....	279	54.55 R
5	Mine Sec. Invest. Tony Mdse a/c.....	280	9.75 R
5	Mine Sec. Invest. T. H. George Ang. Inv.	281	100.00 R
5	Mine Sec. Invest. N. Greene a/e Aug. Inv.....	282	27.66 R
5	Mine Sec. Invest. B. M. Behrends for a/e dft. Henshaw and Co. Dw. Pla.....	283	27.50 R
12	Mine Sec. Invest. P. P. C. SS. Co. Frt. Valves.....	284	3.26 R
Oct.			
4	Receivers Exp. Ele. Lts. Office to Aug. 1, '02.....	285	10.00 R
4	Assessment Wk. Juneau Meat Co. Sept...	286	5.00 R
4	Assessment Wk. Lynn Canal Nav. Co. Sept.....	287	2.25 R
4	Assessment Wk. Ala. Meat Co. Sept.....	288	1.70 R
6	Assessment Wk. Gus Ostrand, serv. Sept.....	289	99.00 R
16	Assessment Wk. Joe King Sep. and Oct...	290	130.00 R
20	Assessment Wk. Gus Ostrand, Oct.....	291	53.91 R
29	Reev. Cert. Frank Bach 40pc C. 26....	292	20.55 R
Nov.			
4	N. Greene, sal. a/c.....	291	53.91 R
29	N. Greene, sal. a/c.....	292	20.55 R
26	Betterment Exp. Ala. T. G. M. Co. Inv..	293	55.02 R
26	F. D. Nowell, personal.....	294	600.00 R
29	Bett. Exp. a/e B. M. Behrends, Inv....	295	818.23 R
29	Bett. Exp. Union Whf. Co.....	296	161.40 R
29	Assessment Wk. Union Whf. Co. Cont...	297	10.00 R
29	Bett. Exp. a/e Shattuck and Co. Pow....	298	680.37 R
29	Bett. Exp. a/e J. H. McCarr.....	299	150.00 R
	Forward.....		36585.61

## (Testimony of Nathaniel Green.)

Continuation of C. B. Page 303.

1902. B. M. B. Puget Sound Natl.

Dec.	Bt. Forward.....	36585.61	
1	Bett. Exp. a/c T. E Parker, labor.....	300	29.75 R
1	Bett. Exp. a/c Ward Kirkpatrick, labor.....	301	28.40 R
1	Bett. Exp. a/c Peter Canuana labor.....	302	48.25 R
2	Bett. Exp. a/c Juneau I. Wks. Inv.....	303	53.55 R
8	Bett. Exp. a/c Ala. Meat Co.....	304	61.43 R
10	Bett. Exp. a/c Jas. Joycee, labor.....	305	68.02 R
10	Bett. Exp. a/c Fred Haines, labor.....	306	55.75 R
10	Bett. Exp. a/c C. D. Knapp, labor.....	307	88.45 R
10	Am. Gold M. Co. Pd Malony and Cobb, title Aurora.....	308	18.00 R
Nov.			
22	Am. Gold M. Co. Ala. J. G. M. Co. title Aurora.....		70.00 R
Dec.			
12	Bett. Exp. a/c A. J. Ostrand, labor.....	309	144.10 R
12	Bett. Exp. a/c Lous Ghmdi.....	310	18.25 R
	Forward.....		37269.56

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1902. B. M. B. Puget Sound Natl.

Dec.			
12	Bett. Exp. John Francisco, labor.....	311	37269.56
	ek.		38.55 R
12	Bett. Exp. Chas. Tisgue, labor.....	312	42.40 R
12	Bett. Exp. C. W. Young, Inv.....	313	12.15 R
12	Bett. Exp. Ala. Meat Co. Inv.....	314	15.67 R
12	Bett. Exp. Union Whf. Co.....	315	4.50 R
13	Bett. Exp. Am. Gold M. Co.....	316	150.00 R
13	F. D. Nowell.....	317	1000.00 R
12	N. Greene, a/c salary.....	318	100.00 R
12	W. E. Nowell, special.....	319	1000.00 R
12	W. E. Nowell, special.....	320	250.00 R
13	F. D. Nowell.....	321	400.00 R
12	Bett. Exp. a/c T. H. George a/c salary.....	322	300.00 R
12	Bett. Exp. O. H. Meyer, Inv.....	323	64.70 R
16	F. D. Nowell a/c ek. C. W. Wells.....	324	60.00 R
19	Bett. Exp. a/c Lynn Canal Nav. Co. Inv.....	325	102.70 R
1903.			
Jany.			
5	Bett. Exp. a/c Daily Record Miner Cert. Bk.....	326	6.00 R
5	Bett. Exp. a/c J. King, Labor.....	327	175.50 R
5	Bett. Exp. a/c Lynn Canal Nav. Co.....	328	68.40 R



(Testimony of Nathaniel Green.)

24	F. D. Nowell, City taxes.....	329	72.40	R
24	Bett. Exp. Ala. Meat Co. Dec. and Jany..	330	52.15	R
Feb'y.				
3	Marchetto and Co. W. J. Corbett.....	331	87.50	R
3	Bett. Exp. W. J. Corbett.....	332	2.00	R
3	Bett. Exp. Mrs. W. J. Corbett.....	332	32.60	R
4	Bett. Exp. Lynn Canal Nav. Co. Jany....	333	31.50	R
4	Cash F. D. Nowell, Spec.....	334	309.25	R
8	Marchetti and Co. a/c G. Hansen.....	335	15.00	R
8	Marchetti and Co. a/c G. Hansen.....	336	5.50	R
8	Marchetti and Co. a/c G. Hansen.....	337	26.85	R
9	Marchetti and Co. a/c G. Hansen.....	338	65.00	R
9	Marchetti and Co. a/c G. Hansen.....	339	2.50	R
9	Bett. Exp. Ae. ch. Teague, Dec. and Jany.			
	Roll.....	341	103.50	R
9	Bett. Exp. Ae. ch. C. D. Knapp Roll,			
	Jany.....	342	56.80	R
9	Bett. Exp. Ae. ch. Sam Fuller, Jany. .	343	27.50	R
9	Bett. Exp. Ae. ch. F. Albertstine . . . . .	344	28.75	R
Forward.....			41978.43	

Continuation of C. B. Page 315.

1902.			B. B. M. Puget Sound Natl.	
Feb'y.	Bt. Forward.....		41978.43	
9	Bett. Exp. Ae. T. H. George a/c saly....	345	200.00	R
11	Bett. Exp. Ae. Ala. E. P. and P. Co. a/e			
	Lts. to Feb. 1.....	346	12.50	R
11	Bett. Exp. Ae. J. F. and N. Co. Str. Flosie.	347	93.25	R
11	Bett. Exp. 9c. Ala. Transfer Co. coal and			
	hauling.....	348	16.50	R
11	Bett. Exp. Ae. R. P. Nelson Sta.....	349	5.60	R
Forward.....			42306.28	R

C. B. Page 317

CASH ACCOUNT 1903.

1903.			B. B. M. Puget Sound Natl.	
Feb'y.	.....		42306.28	
11	Bett. Exp. C. W. Young Dec. Inv.....	350	.45	R
11	Bett. Exp. N. Greene Sal. to Feb. 28....	351	316.51	R
20	Bett. Exp. Frank Albertson Feb'y. Roll.	352	25.85	R
20	Bett. Exp. Sam Fuller Feb'y. Roll.....	353	19.10	R
20	Bett. Exp. Union Ir. Wks. for Pillar blk..	354	350.75	R
20	Bett. Exp. R. P. Nelson Sta.....	355	1.00	R

## (Testimony of Nathaniel Green.)

21	Marchetti and Co. Jon. Vano.....	356	142.00	R
23	Bett. Exp. W. E. Nowell a/c salary.....	357	300.00	R
23	Bett. Exp. Lynn Canal Nav. Co.....	358	42.00	R
23	F. D. Nowell, personal.....	359	50.00	R
26	F. D. Nowell, personal.....	360	100.00	R
27	Marchetti and Co., Chas. Osaki.....	361	52.25	R
Mch.				
2	F. D. Nowell, personal.....	362	100.00	R
2	Bett. Exp. Jun. I. Wks.....	363	153.05	R
2	Bett. Exp. T. S. Nowell, storage chgs....	364	18.25	R
3	F. D. Nowell, personal.....	365	46.15	R
4	F. D. Nowell, personal, storage.....	366	100.00	R
7	F. D. Nowell, personal.....	367	425.00	R
23	Bett. Exp. ch. Teague Feb. P. R.....	368	56.55	R
23	Bett. Exp. C. D. Knapp Feb. P. R.....	369	48.30	R
23	Bett. Exp. Wm. Brown Feb. P. R.....	370	22.50	R
23	Bett. Exp. Shattuck and Co. Fuse.....	371	27.00	R
23	Bett. Exp. C. W. Young, shovels.....	372	6.00	R
23	Bett. Exp. Ala. Trans. Co. coal.....	373	7.00	R
23	Bett. Exp. Ala. Meat Co. Febry a/c....	374	54.75	R
23	Bett. Exp. T. H. George Exp.....	375	13.50	R
23	Bett. Exp. Marchetti and Co. Dec. and Jan. P. R.....	376	39.35	R
23	Bett. Exp. T. H. George a/c salary.....	377	100.00	R
31	S. F. a/c Henshaw B. and Co. paid T. S. Nowell.....	22	197.80	R
31	S. F. a/c Henshaw B. and Co. paid T. S. Nowell.....	23	50.00	R
Apl.				
11	Bett. Exp. Henshaw Buckley and Co. March pt.....	24	10.00	R
15	Bett. Exp. Standard Oil Co.—1 bbl-oil....	25	11.09	R
17	A. F. a/c Henshaw B. and Co. paid A. K. Delaney.....	26	73.16	R
May				
20	Bett. Exp. Frank Wall, May P. R.....	27	17.20	R
28	F. D. Nowell West Wn. Tel. Co.....	28	1.00	R
	Ck. drawn Seattle.....		250.00	R
Apl.				
3	Marchetti and Co. Order Wm. Lawson....	378	79.50	R
4	Bett. Exp. C. H. Tague Mch. P. R.....	379	48.20	R
4	Bett. Exp. C. D. Knapp Mch P. R.....	380	52.10	R
Forward.....			45103.38	610.25 R

(Testimony of Nathaniel Green.)

CASH ACCOUNT.

C. B. Page 319.

	B. B. M.	Puget Sound Natl.
1903.		
Apr.	45103.38	610.25
7 Bett. Exp. Wm. Brown Meh P. R.....	381	76.20 R
7 Bett. Exp. R. Marchetti Meh P. R.....	382	6.00 R
7 Bett. Exp. T. H. George Meh sal.....	383	100.00 R
7 Bett. Exp. P. O. Box rent.....	384	1.00 R
7 Bett. Exp. Ala. Meat Co. Meh a/e.....	385	29.04 R
7 Bett. Exp. Juneau Trans. Co. a/e.....	386	1.50 R
7 Bett. Exp. C. W. Young Co. a/e.....	387	12.19 R
7 Bett. Exp. Shattuck and Co. Frt. on oil..	388	3.55 R
7 Bett. Exp. Lynn Canal Nav. Co.....	389	38.00 R
11 Bett. Exp. Wm. Brown (spoiled).....	390	
Apr. P. R.....	391	19.65 R
11 Marchetti and Co. Order D. Vistle.....	392	65.50 R
24 Bett. Exp. J. Peehenstein Apr. P. R....	393	32.85 R
24 Bett. Exp. J. G. Davis, Running Conct..	394	25.00 R
25 Bett. Exp. Ala. Tread. G. M. Co. Inv.		
Apl. 25—.....	395	43.47 R
28 Bett. Exp. T. H. George Apl. sal.....	396	100.00 R
May		
1 Bett. Exp. V. Lundquist, making M. Drills.	397	48.75 R
2 F. D. Nowell, personal.....	398	50.00 R
4 Bett. Exp. Henshaw B. and Co. Meh. pt...	399	.60 R
8 Marchetti and Co. Order A. Hanneman...	400	60.75 R
8 Marchetti and Co. Order D. Vietle.....	401	70.50 R
8 Bett. Exp. J. King Apl. P. R.....	402	71.00 R
8 Bett. Exp. R. Marchetti Apl. P. R.....	403	33.25 R
8 Bett. Exp. H. Patterson Apl. P. R.....	404	45.27 R
8 Bett. Exp. C. D. Knapp Apl. P. R.....	405	37.35 R
8 Bett. Exp. P. O. Stamps Apl.....	406	2.00 R
8 F. D. Nowell, Personal.....	407	25.00 R
8 F. D. Nowell, Life Ins.....	408	109.40 R
25 F. D. Nowell, A. H. Tinker....	409	13.00 R
28 F. D. Nowell, personal....	410	25.00 R
28 F. D. Nowell, Shattuck and Co.....	411	32.00 R
30 Bett. Exp. N. Greene sal. Mch., Apl. and		
May.....	412	300.00 R
29 F. D. Nowell, Juneau Meat Co.....	413	12.60 R

(Testimony of Nathaniel Green.)

June

1	Bett. Exp. F. Hanilla.....	414	7.50	R
1	Bett. Exp. T. Kellchn, Apr. and May P. R.....	415	36.50	R
1	Bett. Exp. Geo. Hammett, Apr. and May P. R.....	416	49.80	R
1	Bett. Exp. P. C. S. S. Co. Frt.....	417	14.70	R
1	Bett. Exp. Lynn Canal Nav. Co. Apl. and May.....	418	145.49	R
1	Bett. Exp. Henschaw B. and Co. Mach. fit..	419	40.25	R
1	Am. G. M. Co. Grant P. Co. settlement...	420	557.46	R

Forward..... 47445.40 610.25

CASH ACCOUNT 1905.

C. B. Page 321.

Disbursements.

1903

B. M. B. Puget Sound Natl.

June

47445.40 610.25

2	F. D. Nowell.....	421	450.00	R
2	Bett. Exp. J. P. Jorgenson Range.....	422	52.50	R
2	F. D. Nowell.....	423	36.80	R
2	Bett. Exp. Shattuck and Co.....	424	27.00	R
2	Bett. Exp. Juneau I. Wks. Apr. and May..	425	18.15	R
2	Bett. Exp. Seattle Hd. Co. Rail and spike..	426	67.88	R
2	Bett. Exp. R. P. Nelson Meh. and Apl..	427	4.50	R
2	Bett. Exp. Ala. E. L. and P. Co. Feby 1 to May 1.....	428	6.00	R
2	Bett. Exp. A. T. G. M. Co. Inv. May 1...	429	19.80	R
2	Bett. Exp. Ala. Meat Co. Apl. and May..	430	113.30	R
2	F. D. Nowell, L. Levy.....	431	27.10	R
2	Bett. Exp. Ala. Trans. Co. Meh. and Apl..	432	9.50	R
3	Marchetti and Co. Order P. Marchetti....	433	7.75	R
4	Marchetti and Co. Order Harriman.....	434	78.50	R
4	Marchetti and Co. Order D. Vietle.....	435	72.50	R
4	Marchetti and Co. Statement in full.....	436	841.67	R
4	Bett. Exp. Ala. S. S. Co. Frt. on rails....	437	13.85	R
5	F. D. Nowell.....	438	300.00	R
5	Bett. Exp. B. M. Behrends, Inv.....	439	602.23	R
5	Bett. Exp. V. Lindquist making drills....	440	22.25	R
17	Bett. Exp. J. King, May P. R.....	441	76.50	R
17	Bett. Exp. Mrs. Bach, May P. R.....	442	18.75	R
17	Bett. Exp. a/c C. D. Knapp, May P. R....	443	20.00	R
17	Bett. Exp. C. D. Knapp, May P. R.....	444	51.10	R
17	Bett. Exp. H. Patterson, May P. R.....	445v	98.40	R
18	Bett. Exp. Geo. Hammett and R. Plange- sen.....	446	16.15	R
22	F. D. Nowell, Oscar Aronson.....	447	125.00	R
22	Marchetti and Co., Order M. Herley.....	448	70.25	R

(Testimony of Nathaniel Green.)

22	Bett. Exp. M. Herley, June P. R.....	448	14.00	R
22	Bett. Exp. P. C. S. S. Co. Frt. on pipe....	449	7.80	R
22	Bett. Exp. N. Greene salary.....	450	200.00	R
July				
18	Bett. Exp. Union I. Wks. outlet valve....	29	30.00	R
20	F. D. Nowell.....	30	60.00	R
23	Bett. Exp. Fee to Boston.....	31	1.00	R
25	F. D. Nowell, ck. to J. B. Denny.....	32	20.00	R
25	F. D. Nowell, telegram.....	33	1.00	R
Aug.				
17	Bett. Exp. Fee to W. Hackett.....	34	1.00	R
June				
27	Marchetti and Co. ord. J. Totlie.....	451	2.00	R
30	Bett. Exp. N. Greene sal. a/c.....	452	20.00	R
Forward.....			50936.63	723.25

CASH ACCOUNT 1903.

C. B. Page 323.

1903.

B. M. B. Puget Sound Natl.

Bt. forward..... 50936.63 723.25

July

1	Bett. Exp. E. Olsen June P. R.....	453	75.58	R
2	F. D. Nowell.....	454	25.00	R
3	F. D. Nowell.....	455	20.00	R
6	Bett. Exp. J. Richards June P. R....	456	166.00	R
6	Bett. Exp. J. O. Plunkett June P. R..	457	70.50	R
6	Bett. Exp. Martin Thomspon June P. R.....	456	83.13	R
6	Bett. Exp. Soen Olsen June P. R....	457	75.02	R
6	Bett. Exp. Miss. Bret June P. R....	460	45.00	R
6	Bett. Exp. Jos. King June P. R....	461	73.00	R
6	Bett. Exp. C. D. Knapp June P. R..	462	72.20	R
6	Bett. Exp. Harry Patterson June P. R. ....	463	98.75	R
6	Bett. Exp. John Hardwick June P. R.	464	66.50	R
6	Bett. Exp. Yank Subat June P. R....	465	68.00	R
6	Bett. Exp. August Bakola June P. R..	466	24.62	R
6	Bett. Exp. Oscar Sunden June P. R..	467	26.37	R
6	Bett. Exp. Tom Peterson June P. R..	468	26.37	R
6	Bett. Exp. Jed Fish June P. R.....	469	26.02	R
6	Bett. Exp. Bernard Edinger June P. R.....	470	80.62	R
6	Bett. Exp. Jno Samuelson June P. R.	471	82.43	R
6	Bett. Exp. Frank Russie June P. R..	472	74.75	R
6	Bett. Exp. Wert Miller June P. R....	473	37.50	R
6	Bett. Exp. F. Hammilla Inc. June P. R.....	474	6.25	R

## (Testimony of Nathaniel Green.)

6	Bett. Exp. Oscar Meyer June P. R....	475	233.77	R
6	F. D. Nowell, Oscar Meyer June P. R.	476	149.32	R
10	F. D. Nowell 1st Nat. Bank.....	477	12.50	R
10	F. D. Nowell.....	478	10.00	R
11	Bett. Exp. frts.....	1.75		
	P. O. Box sent.....	1.00...479	2.75	R
15	Bett. Exp. Jaek Hardwick July			
	P. R.....	480	33.58	R
18	F. D. Nowell.....	481	10.00	R
25	F. D. Nowell.....	482	10.00	R
25	F. D. Nowell.....	483	25.00	R
30	P. D. Nowell.....	484	19.00	
31	F. D. Nowell Ala. St. Laundry.....	485	7.70	R
Aug.				
1	Bett. Exp. Ala. Daily Disp. to Aug.			
	1/03.....	486	8.00	R
31	Bett. Exp. St. Anns. Hosp.....	487	67.00	R
1	F. D. Nowell, F. C. Hammons.....	488	192.00	R
1	F. D. Nowell.....	489	50.00	R
1	Bett. Exp. Iven Olsen, July P. R....	490	59.00	R
Forward.....			53149.77	723.25

## CASH ACCOUNT.

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B. M. B. Puget Sound Natl.

Aug.	Brot. Forward.....	53149.77	723.25	
1	Bett. Exp. Tom Peterson July P. R....	491	54.75	R
1	Bett. Exp. T. H. George sal. cash....		200.00	R
1	Bett. Exp. B. Edinger July P. R. Cash		46.55	R
1	Bett. Exp. M. Thompson July P. R.			
	Cash.....		52.70	R
1	Bett. Exp. Yank Subat July P. R....	492	53.87	R
1	Bett. Exp. Frank Ruyich July P. R..	493	56.00	R
1	Bett. Exp. John Samuelson July P. R.	494	60.87	R
1	Bett. Exp. N. Greene, a/c sal.....	495	25.00	R
3	F. D. Nowell Price Bros.....	496	23.00	R
3	Bett. Exp. Juneau I. Wks.....	497	7.55	R
3	Bett. Exp. B. M. Behrends June and			
	July.....	498	382.16	R
3	Bett. Exp. C. W. Young Inv. 4....	499	23.98	R
3	Bett. Exp. Ala. Meat Co. June and			
	July.....	500	192.99	R
3	Bett. Exp. Seattle Hdw. Co. Inv.			
	June.....	501	59.95	R
3	Bett. Exp. A. T. G. M. Co. May and			
	June.....	502	100.19	R
3	Bett. Exp. T. H. George July sal....	503	100.00	R

(Testimony of Nathaniel Green.)

3	Bett. Exp. P. O. Stamps.....	504	3.00	R
3	F. D. Nowell, C. W. Wells.....	505	71.35	R
3	F. D. Nowell, D. Walker.....	506	20.35	R
5	Bett. Exp. Shattuck and Co. Inv. July			
	1.....	507	419.50	R
5	F. D. Nowell, E. Valentine.....	508	15.25	R
5	Bett. Imp. Frank Ruyich July P. R....	509	10.00	R
5	Bett. Imp. Sam Olsen July P. R....	510	9.50	R
5	Bett. Imp. Jno. Samuelson July P. R....	511	10.00	R
5	Bett. Imp. Yank Subat July P. R....	512	9.40	R
5	Bett. Imp. a/c T. H. George Aug. sal..	513	71.35	R
6	Bett. Imp. C. D. Knapp July P. R....	514	74.10	R
6	Bett. Imp. H. Patterson July P. R....	515	101.00	R
6	Bett. Imp. Joe King July P. R....	516	76.50	R
6	Bett. Imp. Mrs. Bach July P. R....	517	45.00	R
6	Bett. Imp. Wert Miller July P. R....	518	79.12	R
6	Bett. Imp. Matt Ruska July P. P....	519	54.50	R
6	Bett. Imp. J. O. Plunkett July P. R....	520	79.40	R
6	Bett. Imp. A. P. Yannis July P. R....	521	14.42	R
6	Bett. Imp. Erie Tumquist July P. R....	522	13.55	R
6	Bett. Imp. Oscar Lundin July P. R....	523	72.00	R
6	Bett. Imp. A. Hanneman July P. R....	514	42.15	R
6	Bett. Imp. Jed Fish July P. R....	525	67.62	R
6	Bett. Imp. A. Belkola July P. R....	526	74.75	R

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Forward..... 56023.14 723.25

CASH ACCOUNT 1903.

C. B. Page 327.

B. M. B. Puget Sound Natl.

Brt. Forward..... 56023.14 723.25

Aug.

6	Bet. Exp. F. Hanilla, Inv.....	527	9.00	R
	(spoiled) 528			
7	Bett. Exp. a/c J. Richards July P. R....	529	73.00	R
7	Bet. Exp. J. Richards July P. R....	530	100.00	R
7	F. D. Nowell, C. Goldstein.....	531	27.90	R
8	F. D. Nowell, Juneau M. Co.....	532	30.80	R
10	Bett. Exp. Shattuck and Co. Inv. Aug.			
	5.....	533	189.75	R
11	Bett. Exp. St. Anns Hosp. July.....	534	21.00	R
11	Bett. Exp. N. Greene a/c sal.....	535	85.00	R
19	Bett. Exp. W. Miller, Aug. P. R....	536	47.00	R
19	Bett. Exp. Marines Ins.....	—	2.25	R
19	Bett. Exp. Frt. on castings.....	—	4.65	R
20	Bett. Exp. Wert Mills Aug. P. R. ent.			
20	Nowell M. and M. Co. Rec. Pat John-			
	son claim.....	537	3.70	R
22	Bett. Exp. Oscar Linden, Aug. P. R....	538	48.40	R

(Testimony of Nathaniel Green.)

22	Bett. Exp. Jno. Kleano, Aug. P. R..	539	29.75	R
29	Bett. Exp. E. Patzold Aug. P. R....	540	45.50	R
29	Bett. Exp. N. Greene a/c sal.....	541	25.00	R
30	Bett. Exp. No. Greene sal.....	542	40.00	R
Sept.				
2	F. D. Nowell J. Kelly Watchman mines .....	543	10.00	R
5	Bett. Exp. Joe Vertin Aug. P. R..	544	18.00	R
5	Cash check—N. Greene for cash Dep.	545	100.00	R
5	Cash check—N. Greene for cash Dep.	546	50.00	R
9	Bett. Exp. Chas. Ulanky Aug. and Sept.....	547	67.52	R
10	Bett. Exp. J. Richards Aug. P. R....	548	185.00	R
10	Bett. Exp. E. Murphy Aug. P. R....	549	49.17	R
12	Bett. Exp. Guy Ross, Sept. P. R....	550	R 2.75	R
12	Bett. Exp. Philip McKenna Sept. and Aug. P. R.....	551	24.25	R
19	Bett. Exp. C. D. Knapp Aug. P. R....	552	47.10	R
26	Bett. Exp. Chas. Kieora Aug. and Sept. P. R.....	553	69.52	R
28	Bett. Exp. J. H. Thompson Aug. P. R.	554	2.40	R
28	Bett. Exp. Chas. Wiggin Aug. P. R..	555	59.25	R
28	Bett. Exp. Gus Nelson Aug. P. R....	556	68.87	R
28	Bett. Exp. A. Belkola Aug. P. R....	557	75.00	R
28	Bett. Exp. Eric Tumquist Aug. P. R..	558	78.75	R
28	Bett. Exp. J. O. Plunkett Aug. P. R..	559	101.90	R
28	Bett. Exp. Chas. Jaki Aug. P. R....	560	5.75	R
28	Bett. Exp. Joe King Aug. P. R.....	651	84.50	R
28	Bett. Exp. Harry Patterson Aug. P. R.....	562	99.00	R
28	Bett. Exp. Tim Kelleher Aug. P. R..	563	13.25	R
Forward.....			58017.82	723.25

CASH ACCOUNT. 1903.

C. B. Page 329.

B. M. B. Puget Sound Natl.

1903.	Bt. forward.....	58017.82	723.25
Sept.			
28	Bett. Exp. Mrs. Bash Aug. P. R....	564	47.50 R
28	Bett. Exp. Jno. Simon Aug. P. R..	565	7.75 R
28	Bett. Exp. Andrew P. Yannis.....	566	65.27 R
28	Bett. Exp. Jed Fish Aug. P. R.....	567	78.15 R
28	Bett. Exp. A. Hanneman Aug. P. R..	568	74.50 R
28	Bett. Exp. A. Hannerman Col. Aug. P. R. Bill.....	569	21.90 R
28	Bett. Exp. F. D. Nowell Oscar Aren- sen.....	570	200 00 R



(Testimony of Nathaniel Green.)

29	Bett. Exp. Rec. Exp. Ala. Trans. Co. Coal for office.....571	7.50	R
29	Bett. Exp. Juneau I. Wks. July and August Inv.....572	36.35	R
29	Bett. Exp. A. T. G. M. Co. July and August Inv.....573	296.60	R
29	Bett. Exp. Juneau Trans. Co. Ctge. July.....574	2.50	R
29	Bett. Exp. Union Whf. Co. July and Aug.....575	60.00	R
29	Bett. Exp. Shattuck and Co. Powder Sept. 10.....576	442.50	R
29	Bett. Exp. Ala. Meat Co. Aug.....577	83.82	R
29	Bett. Exp. R. P. Nelson June, July, Aug.....578	9.65	R
29	Rec. Exp. P. O. Stamps.....579	3.00	R
30	Bett. Exp. Jed Fish Sept. P. R.....580	69.57	R
Oct.			
9	Bett. Exp. N. Greene, a/c salary....581	100.00	R
9	F. D. Nowell, W. C. Jensen, a/c G. M. Co.....582	5.85	R
10	Bett. Exp. T. H. G. a/c Sal..... Sal bal.....28.65		
	Sept. sal.....250.00	583	278.65 R
<hr/>			
10	Bett. Exp. E. Hanilla Sept. a/c.....585	8.50	R
10	Bett. Exp. Mrs. Bach Sept. P. R.....585	47.50	R
10	Bett. Exp. J. Richards, Mrs. R. P. R..586	107.70	R
10	Bett. Exp. J. Richards M and C P. R.587	71.30	R
10	Bett. Exp. Kyrage a/c..... G. Nelson P. R. 40	588	80.00 R
	C. Wiken.....40		
10	Bett. Exp. A. Hannerman P. R.....589	79.00	R
10	Bett. Exp. C. Joke P. R.....590	78.37	R
10	Bett. Exp. A. P. Yannis P. R.....591	72.45	R
10	Bett. Exp. Gus Nelson P. R.....592	42.15	R
10	Bett. Exp. Chas. Wiken P. R.....593	41.37	R
10	Bett. Exp. A. Bukola P. R.....594	74.87	R
10	Bett. Exp. Jas. Simon P. R.....595	58.82	R
10	Bett. Exp. Eric Tumquist P. R.....596	64.32	R
10	Bett. Exp. J. O. Plunkett P. R.....577	86.25	R
10	Bett. Exp. Ed. Murphy (sp. eks)...601	53.80	R
10	Bett. Exp. H. Patterson (sp. eks)..602	99.00	R
10	Bett. Exp. Tim Kelleher (sp. eks)...603	79.25	R
10	Bett. Exp. Joe King (sp. eks)...604	81.50	R
10	Bett. Exp. Wm. Becker (sp. eks)...605	1.90	R

## (Testimony of Nathaniel Green.)

## CASH ACCOUNT.

C. B. Page 331.

1903.

B. M. B. Puget Sound Natl.

	Br. forward.....	61136.93	723.25
Oct.			
10	Bett. Exp. Ernest King, Sept. P. R...606	1.90	R
10	Bett. Exp. Jno. Koski, Sept. P. R....607	17.62	R
14	Bett. Exp. Tim Killshu Oct. P. R...608	32.15	R
14	Bett. Exp. Harry Patterson P. R...609	26.20	R
14	Bett. Exp. E. Murphy Oct. P. R....610	31.05	R
14	Bett. Exp. A. P. Yannis Oct. P. R...611	29.40	R
14	Bett. Exp. Jun. I. Wks. Sept. bill....612	30.25	R
14	Bett. Exp. Alas. Trans. Co.....613	1.00	R
14	Bett. Exp. J. P. Jorgenson Co. Aug. and Sept.....614	102.00	R
14	Bett. Exp. B. M. Behrends Aug. a/e..615	243.62	R
14	Bett. Exp. Ala. Meat Co. Sept.....616	67.54	R
14	Bett. Exp. A. T. G. M. Co. Aug. 30— Aug. 8—Oct. 5—.....617	47.50	R
14	Voucher a/e H. K. Porter and Co. Vr. No. 414.....618	6.50	R
14	Rec. Exp. Exch.....618	.25	R
14	Rec. Exp. P. O. Box rent.....619	1.00	R
21	Bett. Exp. Jno. Simon Oct. P. R....621	35.95	R
21	Bett. Exp. Jno. Koski Oct. P. R....622	33.95	R
21	Bett. Exp. H. A. Bishop Oct. P. R....623	100.00	R
23	Bett. Exp. J. M. Latimer Oct. P. R...624	23.67	R
31	Bett. Exp. Jno. Luidgren Oct. P. R...625	5.68	
31	Bett. Exp. D. Hansen Oct. P. R....626	4.87	R
Nov.			
2	Rec. Exp. Desp. Pub. Co. Env...3.50 Sub...3.00 627	6.50	R
3	Rec. Exp. N. Greene Salary.....628	100.00	R
3	F. D. Nowell.....629	50.00	R
3	F. D. Nowell Geo. Harkrader, Am. G. M. Co.....630	106.00	R
5	F. D. Nowell, H. M. Cole.....631	8.80	R
7	Bett. Exp. Simon Lise Oct. P. R....632	33.12	R
7	Bett. Exp. Jno. Francisco Oct. P. R...633	49.40	R
7	Bett. Exp. Richard Gribble P. R....634	29.37	R
10	F. D. Nowell.....635	25.00	R

(Testimony of Nathaniel Green.)

10	F. D. Nowell Mrs. M.....	636	30.00	R
10	Bett. Exp. J. Richards Oct. P. R....	637	140.50	R
10	Bett. Exp. J. O. Plunkett Oct. P. R....	638	106.25	R
10	Bett. Exp. Gus Nelson Oct. P. R....	639	55.00	R
10	Bett. Exp. A. Hanneman Oct. P. R....	640	78.50	R
10	Bett. Exp. Jas. Farrell Oct. P. R....	641	6.89	R
10	Bett. Exp. Chas. Wiken Oct. P. R....	642	61.75	R
10	Bett. Exp. Erie Tumquist Oct. P. R.	643	76.75	R
10	Bett. Exp. August Bukola Oct. P. R.	644	66.00	R
	Forward.....		63017.86	723.25

CASH ACCOUNT.

C. B. Page 333.

1903.

B. M. B. Puget Sound Natl.

Brt. forward.....	63017.86	723.25
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Nov.

10	Bett. Exp. Ernest King (spoiled)....	645		
	Oct. P. R.....	646	57.40	R
10	Bett. Exp. W. Becker Oct. P. R....	647	47.31	R
10	Bett. Exp. C. H. Weston Oct. P. R....	648	4.27	R
10	Bett. Exp. Mat Carlson Oct. P. R....	649	4.89	R
10	Bett. Exp. J. Daly Oct. P. R.....	650	9.00	R
10	Bett. Exp. J. King Oct. P. R.....	651	81.00	R
10	Bett. Exp. Jno. Jimkin Oct. P. R....	652	4.10	R
10	Bett. Exp. C. D. Knapp Oct. P. R....	653	78.10	R
10	Bett. Exp. Fred Cope Oct. P. R.....	654	39.30	R
10	Bett. Exp. Walter Birch Oct. P. R....	655	42.45	R
10	Bett. Exp. Jno. Simon Oct. P. R....	656	3.00	R
10	Bett. Exp. F. Hanilla Oct. a/e....	657	15.50	R
10	Bett. Exp. T. T. George Oct. sal....	658	250.00	R
10	Bett. Exp. N. Greene a/e sal.....	659	25.00	R
11	F. D. Nowell, Jas. Kelly.....	660	100.00	R
11	F. D. Nowell, 1st Nat'l Bk.....	661	23.35	R
12	Rec. Exp. Ala. Tras. Co. a/e coal a/e	662	6.50	R
14	F. D. Nowell, Jas. Kelly.....	663	10.00	R
14	F. D. Nowell, Jas. Kelly.....	664	201.35	R
17	F. D. Nowell, Juneau Meat Co.....	665	30.00	R
21	F. D. Nowell, N. Greene a/e sal....	666	20.00	R
24	F. D. Nowell, Erie Tumquist Nov. P.			
	R.....	667	26.98	R
25	F. D. Nowell, N. Greene a/e sal....	668	25.00	R

## (Testimony of Nathaniel Green.)

26	F. D. Nowell.....	669	20.00	R
27	Bett. Exp. Chas. Wiken Nov. P. R...	670	29.83	R
27	Bett. Exp. Wm. Becker Nov. P. R...	671	34.08	R
27	Bett. Exp. Ernst King Nov. P. R....	672	38.40	R
27	Bett. Exp. C. H. Weston Nov. P. R...	673	33.07	R
27	Bett. Exp. A. Hanneman Nov. P. R...	674	53.00	R
28	Bett. Exp. A. Hanneman Nov. P. R...	675	4.00	R
28	Bett. Exp. Jno. McConohie Oct.			
	P. R. ....	676	10.20	R
30	F. D. Nowell.....	677	25.00	R
30	F. D. Nowell.....	678	25.00	R
Dec.				
1	Bett. Exp. Chas. Joki Oct.—Nov.			
	P. R.....	679	90.89	R
1	Bett. Exp. Jno. Richards Nov. P. R...	680	156.00	R
1	Bett. Exp. August Bukola Nov. P. R...	681	59.10	R
1	Bett. Exp. Fred Cope Nov. P. R....	682	65.25	R
1	Bett. Exp. Jno. McConohie Nov. P. R...	683	45.24	R
1	Bett. Exp. J. O. Plunkett Nov. P. R...	684	90.80	R
Forward.....			64904.12	723.25

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**United States Circuit Court of Appeals**

FOR THE NINTH CIRCUIT.

**TRANSCRIPT OF RECORD.**

(In Seven Volumes)

GEORGE M. NOWELL, and GILMER CLAPP, Inter-  
venors, and THE BERNERS BAY MINING  
AND MILLING COMPANY, THE SEWARD  
GOLD MINING COMPANY, THE OPHIR  
GOLD MINING COMPANY, THE NORTH-  
ERN BELLE GOLD MINING COMPANY,  
THE NOWELL MINING AND MILLING  
COMPANY, THE ALASKA NOWELL GOLD  
MINING COMPANY, THOMAS S. NOWELL,  
WILLIS E. NOWELL, FREDERICK D.  
NOWELL, Individually, and FREDERICK D.  
NOWELL, as Receiver,

Appellants,

vs.

THE INTERNATIONAL TRUST COMPANY (a  
Corporation), JOHN C. McBRIDE, as Receiver  
of THE BERNERS BAY MINING AND MILL-  
ING COMPANY, THE OPHIR GOLD MIN-  
ING COMPANY, THE SEWARD GOLD MIN-  
ING COMPANY, and THE NORTHERN  
BELLE GOLD MINING COMPANY, R. McM.  
GILLESPIE, SAMUEL W. FAIRCHILD, and  
C. R. CORNING, Intervenors,

Appellees.

**VOLUME IV.**

(Pages 1201 to 1632 Inclusive)

Upon Appeal from the United States District  
Court for the District of Alaska,  
Division No. 1.

FILED



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**United States Circuit Court of Appeals**

FOR THE NINTH CIRCUIT.

**TRANSCRIPT OF RECORD.**

(In Seven Volumes)

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AND MILLING COMPANY, THE SEWARD  
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GOLD MINING COMPANY, THE NORTH-  
ERN BELLE GOLD MINING COMPANY,  
THE NOWELL MINING AND MILLING  
COMPANY, THE ALASKA NOWELL GOLD  
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WILLIS E. NOWELL, FREDERICK D.  
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(Testimony of Nathaniel Green.)

CASH ACCOUNT 1903. C. B. Page 335.

1903. B. M. B. Puget Sound Natl.

	Bro't. forward.....	64904.12	723.25
Dec.			
1	Bett. Exp. C. D. Knapp Nov. P. R...685	62.90	R
1	Bett. Exp. Matt Carlson Nov. P. R...686	39.19	R
1	Bett. Exp. Jas. Farrell Nov. P. R....687	44.15	R
1	Bett. Exp. Jno. Jimkin Nov. P. R....688	111.00	R
1	Bett. Exp. Gus Nelson Nov. P. R....689	41.59	R
2	F. D. Nowell Ala. Trans. Co.....690	25.00	R
2	F. D. Nowell, C. W. Young.....691	20.19	R
2	F. D. Nowell, Dan McDonald.....692	4.00	R
2	F. D. Nowell, N. Greene a/c sal.....693	30.00	R
3	F. D. Nowell Juneau Pharm.....694	19.35	R
5	Bett. Exp. Coll. for Rush Nov. P. R..695	26.00	R
8	Bett. Exp. J. King Nov. and Dec. P. R. ....	77.30	R
10	Bett. Exp. Jun. S. S. Co. Oct. and Nov. bills.....	303.00	R
10	Bett. Exp. Union Whf. Co. Coal etc..698	47.75	R
10	Bett. Exp. Shattuck and Co. Powder..699	450.65	R
10	Bett. Exp. Juneau and D. Tel. Co. Oct. a/c.....	2.00	R
10	Bett. Exp. C. W. Young July to Nov. .....	119.48	R
10	Bett. Exp. Ala. Meat and Co. Oct. and Nov.....	145.42	R
10	Rec. Exp. Ala. E. L. and P. Co. May to Nov.....	12.00	R
10	Bett. Exp. H. J. Raymond Oct a/c..704	1.50	R
10	Bett. Exp. R. P. Nelson Sept. to Nov.....	3.50	R
10	Bett. Exp. B. M. Behrends Sept. to Dec.....	753.08	R
10	Bett. Exp. Lynn Canal Nav. Co. June to Oct.....	218.08	R
10	Bett. Exp. W. Burch Nov. P. R....708	15.00	R
10	Bett. Exp. W. Burch Nov. P. R....709	47.70	R
10	Bett. Exp. T. H. George Nov. sal..710	250.00	R
Oct.			
31	Rec. Exp. Telegram to W. Hackett... 35		1.00 R
Dec.			
7	F. D. Nowell..... 36		50.00 R
7	F. D. Nowell..... 37		30.00 R

(Testimony of Nathaniel Green.)

1904.

Jany.

F. D. Nowell Bullion Dec. 26/1902..	96.00	R
Rec. Exp. Cash 1/2 ton coal for office.....	6.50	
P. O. Box rent.....	1.00	R

Aug.

1 Rec. Exp. C. M. Thorndyke—2 assay....	4.00	R
4 Walter Burch, Juneau S. S. Co. fare wife and child.....	6.00	R

804.24

67886.25

Balance Cash O/H.....		17.10
O/D.....	1.74	

67889.99

821.35

**Exhibit "H" [Attached to Receiver's Exhibit No. 65].**

RECEIVER'S CERTIFICATES—FIRST ISSUE.

1901		Original	Present
Oct. No.	Cert.	Amount	Amount.
14	4 Thomas Stokes—For Cash .....	5000.00	5000.00 R
14	2 Thomas Stokes—For Cash.....	5000.00	5000.00 R
14	3 Thomas Stokes—For Cash.....	5000.00	5000.00 R
14	4 Thomas Stokes—For Cash.....	5000.00	5000.00 R
14	5 David L. Webster—For Cash .....	5000.00	5000.00 R
14	6 David L. Webster—For Cash .....	5000.00	5000.00 R
14	7 Edward Hobart—For Cash .....	5000.00	———— R
	Canceled Apl. 14/04 Cert. 192-193, 195- 194, issued in lieu.		
14	8 Henry Endicott—Cash .....	5000.00	5000.00 R
14	9 Henry Endicott—Cash .....	5000.00	5000.00 R
Nov.			
8	10 O. H. Adsit—60 p. c. Note C. Bello- mini for 335.55 .....	202.33	201.33 R
8	11 Hunt and Mottet Co. 60 pc. Vr. 337 for 147.50 .....	88.51	88.51 R
8	12 H. S. Emerson and Co. 60 pc. Vr. 338 166.00 .....	99.60	99.60 R
8	13 Fred Hanilla 60 pc. B. B. Orders sur- rendered .....	255.68	153.41 R
	Ord. 477 39.21		
	511 10.00		
	506 10.00		

(Testimony of Nathaniel Green.)

	530	70.00		
	542	29.75		
	528	53.37		
	502	10.00		
	525	10.00		
	524	27.62		
	539	23.30		
	509	10.00		
	532	10.00		
	541	26.50		
	551	6.00		
	473	90.39	426.14	
<hr/>				
8	14	Mrs. J. T. Spickett 60 pc. Ord. 526		
		for 61.15 .....	36.69	22.01 R
5	15	John Richards—60 pc B. B. Ord.....	395.04	237.02 R
		463 172.08		
		564 486.32		
<hr/>				
		658.40		
8	16	Frank Stall—60 pc. Ord. May		
		6/91 .....	22.65 150.96	90.58 R
		60 pc. Ord. 515..	228.96	
<hr/>				
		251 61		
8	17	John G. Heid—60 pc. B. B. Ord.		
		565 .....	181.94 109.16	65.50 R
8	18	E. Valentine—60 pc. B. B. Ord.		
		527 127.25	682.39	409.44 R
		349 374.10		
		434 247.25		
		433 348.72		
		513 40.00		
<hr/>				
		1137.32		
<hr/>				
		Forward .....	47019.36	41367.40

RECEIVER'S CERTIFICATES—FIRST ISSUE.

		Original Amount.	Present Amount.	
1901.				
Nov.	Bt. Forward .....	47019.36	41367.40	
819	Thos. Carmody a/c B. B. Ord.....	157.89	94.73	R
	513 120.40			
	549 130.73			
	550 12.02			
<hr/>				
		263.15		

## (Testimony of Nathaniel Green.)

8	20	Chas. Johnson—60 pe B. B.					
		Ord. 536 .....	275.10	165.06		99.04	R
8	21	Milton McGonigle 60 pe B. B.					
		Ord. 557 .....		176.93		106.16	R
Oct.							
14	22	F. D. Nowell for Kensington Cross					
		Cut .....		6994.81			C
Nov.							
8	23	Louis Levy—B. B. Ord..	445	31.47	140.16	84.10	R
			429	86.90			
			430	8.00			
			442	10.00			
			522	37.38			
			534	30.85			
			533	9.00			
				233.60			
8	24	H. B. Ames—B. B. Ord..	446	380.55	232.33	139.40	R
		60 pe. ....	448	6.65			
				387.21			
8	25	W. E. Nowell for Kensington Cross-					
		cut .....		6994.81		3244.81	
				5348.36	C		
				1646.45	R		
9	26	Andrew Martin 60 pe B. B.					
		Ord. ....	475	51.38		30.83	R
9	27	Chas. Goldstein 60 pe B. B. Ord.	516.	108.70		65.22	R
9	28	John Zavodsky 60 pe B. B. Ord.	572.	51.62		30.98	R
9	29	Jos. King—Note Jan. 23/00...\$500.00		1124.52		674.71	R
		B. B. Ord. ....	659	846.19			
			661	528.00			
				1874.19			
		60 pe. ....		1124.52			
9	30	Con Murphy 60 pe B. B. Ord.	491..	55.60		33.36	R
9	31	Martin George—60 pe					
		Ord. ....	569	631.50	442.51	265.51	R
			476	106.02			
9	32	First National Bank—60 p.					
		c. Vr. ....	537	35.20	66.72	40.05	R
		60 pe. ....		76.00			
		Sr. Alert a/c.					
9	33	V. McFarland—60 pe					
		Ord. ....	351	30.40		30.40	R
11	34	Geo. Kyrage—60 pe. B. B. Ord. as					
		per list on file .....		1851.03		1110.61	R

(Testimony of Nathaniel Green.)

11	35	Angelo Bellomini—60 pe Note for \$381.70 .....	229.02		137.41	R
11	36	John Bruno—60 pe Ord. . 496 Cert. not issued .....300 Cert. 49 not issued ....	399.25 196.58 357.50			
11	37	Fraser and Chalmers 60 p. c V. ....	495	130.00	78.00	46.80 R
11	38	Shattuck and Co., 60 p. c V. ....	342	365.00	968.93	581.36 R
			361	929.22		
			370	18.75		
			379	156.00		
			393	11.07		
			401	43.62		
			523	9.00		
			531	78.00		
			553	4.22		
				<u>1614.88</u>		
		Forward .....		66939.78		48182.86

3

RECEIVER'S CERTIFICATES—FIRST ISSUE.

			Original Amount	Present Amount	
1901					
Nov.		Bt. Forward.....	66939.78	18182.86	
11	39	Seattle Hdwe. Co. 60 pe V. 430	9.15	403.91	242.35 R
			339	57.76	
			313	51.22	
			289	555.05	
				<u>673.18</u>	
6	40	B. M. Behrends 60 pe Over- draft .....	12667.53	11826.53	7095.92 R
		Cert. ....	5000.00		
		V. 557.....	9.92		
		554.....	15.50		
		536.....	45.55		
		530.....	82.87		
		435.....	136.57		
		415.....	465.45		
		406.....	92.98		
		402.....	260.15		
		391.....	51.95		
		385.....	882.15	2043.09	
				<u>19710.88</u>	

## (Testimony of Nathaniel Green.)

11	41	Chas. Bellomini 60 pc ord. 562	4.05	117.32	117.32	R
		561	191.49			
			<hr/>			
			195.54			
11	42	Mrs. Bellomini B. B. Ord. 560				
		60 pc .....	276.71	166.03	166.03	R
11	43	W. W. Casey Ord. 559.....	148.46	107.80	64.68	R
		505.....	31.20			
			<hr/>			
		60 pc.....	179.66			
11	44	John Sloamp 60 pc B. B. Ord				
		566 (Delv. W. W. Casey)..	430.84	258.50	155.10	R
11	45	J. G. Peterson 60 pc Vr. 480..	1.00	55.05	33.03	R
		303..	1.60			
		504..	89.75			
			<hr/>			
			91.75			
11	46	West Coast Groc. Co.....		1436.08		R
		60 pc Vr. 335.....	2285.75			
		355.....	107.72			
			<hr/>			
			2393.47			
		Cancelled Cert. 84 and 85 issued in lieu				
12	47	S. Garfinkle 60 pc B. B. Ord.				
		494 .....	59.58	35.75	35.75	R
12	48	C. W. Young 60 pc V. 484....	28.50	837.61	502.57	R
		405....	36.75			
		416....	225.95			
		433....	25.68			
			<hr/>			
			316.88			
		Dft. 209....	1079.14			
			<hr/>			
			1396.02			
14	49	John Bruno 60 pc Ord. 496....	399.25	365.60	219.36	R
		300....	200.58			
		663....	9.50			
			<hr/>			
			609.33			
			<hr/>			
		Forward.....		82549.96	56814.97	

(Testimony of Nathaniel Green.)

RECEIVER'S CERTIFICATES—FIRST ISSUE.

1901			Orig. Amt.	Pres. Amt.	
Nov.		Bt. Forward.....	82549.96	56814.97	
8	50	Miller and McKinnon Spoiled.....			
8	51	Geo. Miller 60 pc B. B. Ord. 545	186.46	129.57	77.74 R
		489	29.49		
			<hr/>		
			215.95		
8	52	Fred Wright, 60 pc B. B. Ord.			
		658 .....	236.05	147.33	88.40 R
		514 .....	9.50		
			<hr/>		
			245.55		
8	53	John Ryan 60 pc B. B. Ord.			
		544 .....	81.05	48.63	29.18 R
14	54	J. F. Malony 60 pc open a/c..	744.55	446.73	268.04 C
14	55	E. Cunningham 60 pc B. B.			
		Ord. 563 .....	413.00	247.80	148.68 R
14	56	Alaska Meat Co. B/O Dft....	548.84	2570.82	1542.49 R
		V. 550.....	14.17	444.66	
		535.....	73.32	673.32	
		532.....	74.50	682.37	
		522.....	73.50	977.39	
			<hr/>		
		422.....	191.80	3326.58	
		404.....	112.87	958.12	
			<hr/>		
		404.....	177.35	60 pc	4284.70
		396.....	740.61		
14	57	Decker Bros. Ord. 275.....	135.10	167.99	100.79 R
		345.....	15.00		
		359.....	32.10		
		567.....	67.65		
		Ord. no Num. J. Fairechild			
		Feb. 20/01 .....	30.14		
			<hr/>		
			279.99		
		60 pc.....	167.99		
15	58	J. P. Jorgenson Dft.....	332.45	458.71	275.23 R
		V. 541.....	22.00		
		481.....	2.75		
		436.....	11.00		

(Testimony of Nathaniel Green.)

	417.....	21.32	..	
	399.....	42.40		
	362.....	4.70		
	351.....	92.26		
	325.....	235.64	432.07	
		<hr/>	<hr/>	
		60 pc	764.52	
16 59	Gus Ostrand .....		1381.40	828.84 R
	60 pc Labor Jan'y to May '98			
	B. B. Ord. 488.....	284.73		
	Sept. 1899.....	90.32		
	Oct. 1899 .....	83.35		
	Nov. 1899 .....	79.94		
	Dec. 1899 .....	73.99		
	Jan. 1900 .....	85.78		
	Feb. 1900 .....	66.92		
		<hr/>		
			765.03	
	Boarding House a/c.....	514.80		
	Due Bill May 8/99.....	1022.50		
		<hr/>		
			2302.33	
	Cash .....	920.93		
	Cert. ....	1381.40		
		<hr/>		
			2302.33	
		<hr/>		
	Forward.....		88148.94	60174.36

RECEIVER'S CERTIFICATES—FIRST ISSUE.

1901			Orig. Amt.	Pres. Amt.
Nov.		Bt. Forward.....	88148.94	61174.36
18 60	W. E. Nowell 60 pc	Accept. Ord. on		
	B. B. M. M. Co.....		99.00	59.40 C
	N. Greene .....	150.00		
	J. J. Durkin .....	15.00		
		<hr/>		
			165.00	



(Testimony of Nathaniel Green.)

18	61	Alaska Treadwell G. M. Co.....	393.95	236.37	R
		60 pc N. B. Vr. 413.....	10.00		
		306.....	1.25		
		392.....	2.00		
		382.....	358.45		
		356.....	3.00		
		345.....	95.75		
		287.....	2.10		
		268.....	29.78		
		256.....	85.75		
			<hr/>		
			656.58		
6	62	S. Blum and Co. 60 pc Vr.			
		346.....	104.12	204.23	122.54 R
		326.....	215.00		
			<hr/>		
			319.12		
		B. B. Ord. 547.....	21.25		
			<hr/>		
			340.37		
6	63	F. D. Nowell ½ 60 pc Nowell Bros. a/c	574.44		R
6	64	W. E. Nowell 60 pc of ½ Nowell Bros. a/c .....	574.45		R
		Cane. by issue of Cert. 170-171			
6	65	W. E. Nowell 60 pc W. E. N. open a/c.	4884.70	1076.45	R
6	66	T. H. George 60 pc open a/c.....	3060.75	1716.455	R
6	67	W. E. Nowell a/c Str. Rustler.....	1000.00	1000.00	C
		60 pc open a/c			
6	68	W. E. Nowell a/c Str. Rustler 60 pc open a/c.....			
			156.14 C	1000.00	1000.00
			843.86 R		
6	69	W. E. Nowell a/c Str. Rustler 60 pc open a/c .....	1000.00	1000.00	R
6	70	W. E. Nowell a/c Str. Rustler 60 pc open a/c .....	1000.00	1000.00	R
6	71	W. E. Nowell a/c Str. Rustler 60 pc open a/c .....	1000.00	1000.00	R
6	72	W. E. Nowell a/c Str. Rustler 60 pc open a/c .....	918.45		R

## (Testimony of Nathaniel Green.)

Canc. Cert. 88 issued in lieu			
6	73	F. D. Nowell 60 pc open a/e.....	6871.40
			5892.73 C
			978.76 R
B. B... 9623.88			
1828.59			
<hr/>			
		11452.47 60 pc	6871.49
6	74	F. D. Nowell a/e Am. G. M. Co. 60 pc open a/e.....	2510.61 R
<hr/>			
		Forward.....	113241.01 68385.57

6

## RECEIVER'S CERTIFICATES—FIRST ISSUE.

			Orig. Amt.	Pres. Amt.	
1901					
Nov.		Bt. Forward.....	113241.01	68385.57	
6	75	Nath. Greene 60 pc open a/e.....	867.00	520.20	R
19	76	J. H. Moyle 60 pc Ord. 651....	426.65	1000.00	
			652....	426.55	
			653....	413.05	
		Canc. 205 issued	654....	387.95	
		in lieu	655....	403.60	
			656....	101.40	
		2 Cert.	657....	97.00	
			660....	105.90	
			662....	172.85	
			<hr/>		
			2535.95		
19	77	J. H. Moyle—See cert. 76.....	521.57		R
19	78	W. E. Nowell 60 pc B. B. Ord.			
		548 .....	33.70	23.22	13.93 R
		492 .....	5.00		
			<hr/>		
			38.70		
20	79	Wm. Fugler 60 pc B. B. Ord.			
		543 .....	608.93	515.36	309.22 R
		Labor 1898.....	250.00		
			<hr/>		
			858.94		
Settled with B. M. Behrends					
6	80	J. J. Clarke 60 pc open a/e.....	507.00	204.20	R
Dec.					
2	81	John Olds 60 pc B. B. Ord. 546.....	51.87	31.12	R
Nov.					
16	82	Gus Ostrand part B. B. Ord. 468....	469.62	281.77	R
		See Cert. 59 for balance			

(Testimony of Nathaniel Green.)

Dec.					
13	83	Levi Strauss and Co. 60 pc open a/c..	123.18	123.18	R
Nov.					
11	84	West Coast Groc. Co. Cert. 84-86-87.. issued in lieu of cert. 46 cane.	1187.61	( ) 712.57	R
11	85	Spoiled .....			
11	86	W. E. Nowell Cert. 85 cane. and cert. 86 and 87 issued in lieu.....	124.23	( ) 74.54	R
11	87	F. D. Nowell Cert. 85 cane. and cert. 86 and 87 issued in lieu.....	124.34	( )	R
6	88	W. E. Nowell a/c Str. Rustler..... Replacing cert. 72 cane.	918.45	( ) 918.45	R
1902					
Feb.					
7	89	F. C. Hammond Part Pay. Cert. 74...	200.00	( ) 120.00	R
7	90	F. C. Hammond Part Pay. Cert. 74...	200.00	( ) 120.00	R
7	91	F. C. Hammond Part Pay. Cert. 74...	200.00	( ) 11.50	R
7	92	F. C. Hammond Part Pay. Cert. 74...	200.00	( ) 11.50	R
7	93	F. C. Hammond Part Pay. Cert. 74...	200.00	( ) 120.00	R
Mch.					
22	94	Chas. Rausch 60 pc B. B. Ord.....	195.08	117.05	R
		478..... 75.11			
		501..... 82.80			
		556..... 167.23			
		<u>325.14</u>			
		Forward.....	120869.14	72174.80	

7

RECEIVER'S CERTIFICATES—FIRST ISSUE.

1902			Orig. Amt.	Pres. Amt.	
Feb.		Bt. Forward.....	120869.44	72174.80	
6	95	The Mines Sec. Corp for Cash..... Date delv. changed June 3/02	1000.00	1000.00	R
6	96	The Mines Sec. Corp for Cash..... Date delv. changed June 3/02	1000.00	1000.00	R
6	97	The Mines Sec. Corp for Cash..... Date delv. changed June 3/02	1000.00	1000.00	R
6	98	The Mines Sec. Corp for Cash..... Date delv. changed June 3/02	1000.00	1000.00	R
6	99	The Mines Sec. Corp for Cash..... Date delv. changed June 3/02	1000.00	1000.00	R
Apr.					
24	100	F. D. Nowell, ½ 60 pc Murphy, Grant and Co. .... Dft. \$410.75. 40 pc paid M. G. Co. by Receiver. 60 pc paid M. G. Co. by Nowell Bros.	123.28		

## (Testimony of Nathaniel Green.)

24	101	W. E. Nowell ½ 60 pc Murphy, Grant and Co.....	123.29	73.97	R
		Boston Dft. 410.75. 40 pc paid M. G. and Co. by Receiver. 60 pc paid M. G. and Co. by Nowell Bros.			
1901					
Oct.					
14	102	Henry Endicott .....	5000.00	5000.00	R
		Retiring cert. No. 1 issued Oct. 10/98 bearing int. at 8 pc as per agree- ment (Int. not paid).			
14	102	Henry Endicott .....	5000.00	5000.00	R
		Retiring cert. No. 2 issued Oct. 10/98 bearing int. at 8 pc as per agree- ment (Int. not paid).			
14	105	Henry Endicott .....	5000.00	5000.00	R
		Retiring cert. No. 2 issued Oct. 10/98 etc. as above, canceled by issuing cert. 179 and 180 to F. D. Nowell.			
14	107	Wallace Hackett for expense of T. S. Nowell .....	5000.00	5000.00	
14	17	Cancelled			
14	108	Henry Endicott .....	5000.00	5000.00	R
		Retiring cert. No. 3 issued Oct. 10/98 bearing int. at 8 pc as per agree- ment (Int. not paid).			
14	109	Henry Endicott .....	5000.00	5000.00	R
		Retiring cert. No. 3 issued Oct. 10/98 etc. as above.			
14	110	Henry Endicott .....	5000.00	5000.00	R
		Retiring Cert. No. 4 issued Oct. 10/98 etc. as above.			
1902					
May					
9	111	Thomas Stokes—for cash deposited with B. M. Behrends for credit receiver	5000.00	5000.00	R
			<hr/>		
			Forward.....	171616.01	117248.77

## RECEIVER'S CERTIFICATES—FIRST ISSUE.

1902			Orig. Amt.	Pres. Amt.	
May		Bt. Forward.....	171616.01	117248.77	
9	112	Francis Louis Slade for cash dep. with B. M. Behrends for er. of Recv.....	2000.00	2000.00	R
9	113	Francis G. Landon for cash dep. with B. M. Behrends for credit of Re- ceiver .....	1000.00	1000.00	R

(Testimony of Nathaniel Green.)

9	114	Geo. K. McLeod for cash dep. with B. M. Behrends for cr. of Receiver assigned to Edythe H. McLeod June 4/02 .....	3000.00	3000.00	R
9	115	Henry Endicott for cash dep. with B. M. Behrends for credit of Receiver..	2000.00	2000.00	R
9	116	Henry Endicott for cash dep. with B. M. Behrends for credit of Receiver..	2000.00	2000.00	R
9	117	Henry Endicott for cash dep. with B. M. Behrends for credit of Receiver..	2000.00	2000.00	R
9	118	Henry Endicott for cash dep. with B. M. Behrends for credit of Receiver..	2000.00	2000.00	R
9	119	Henry Endicott for cash dep. with R. for R.....	2000.00	2000.00	R
9	120	Davis L. Webster for cash dept. with B. M. Behrends for credit of Receiver	1000.00	1000.00	R
9	121	Mary V. Webster for cash dep. with B. M. Behrends for credit of Receiver..	1000.00	1000.00	R
9	122	B. M. Behrends—Suspense a/e—can- celled .....	1000.00		R
9	123	B. M. Behrends—Suspense a/e—can- celled .....	1000.00		R
June					
21	124	The Mine Sec. Corp.—dft. for cash...	1000.00	1000.00	R
21	125	The Mine Sec. Corp.—dft. for cash...	1000.00	1000.00	R
21	126	The Mine Sec. Corp.—dft. for cash...	1000.00	1000.00	R
21	127	The Mine Sec. Corp.—dft. for cash...	1000.00	1000.00	R
21	128	The Mine Sec. Corp.—dft. for cash...	1000.00	1000.00	R
1901.					
Nov.					
6	129	Frank H. Nowell 60 pc open a/e Cancelled by issuing cert. 156.....	1082.95		C
1902.					
June					
21	130	Alaska Elec. Light and Power Co., Office lights, Sept. /00 to Dec. 1/01 .....	104.20	104.20	R
21	131	B. M. Behrends—Int. Rec. Cert. 3A.... Dated Jan. 22/00 from Apr. 22 to Oct 22/01.....	1015.79	1015.79	R
		Int. on open a/e from Dec. 1/00 to Oct. 22/01 .....	265.79		
			1015.79		

## (Testimony of Nathaniel Green.)

21	132	Shattuck and Co.—Ins. ....	1.40	242.87	242.87	R
		Int. on a/c 11/99 to 11/01..	241.47			
<hr/>						
21	133	F. D. Nowell—Int. on open a/c.....	1496.96			
		B. B. M. and M. Co. ....	1379.10	C		
		N. B. G. M. Co. ....	117.86	R		
<hr/>						
		Forward.....	200558.78	141611.63		

## 9.

## RECEIVER'S CERTIFICATES—FIRST ISSUE.

				Orig. Amt.	Pres. Amt.	
1902.						
June		Bt. Forward.....	200558.78	141611.63		
21	134	W. E. Nowell—Int. on open a/c.....	1139.25	1139.25		R
		Seward G. M. Co. ....	800.72			
		No. Belle G. M. Co. ....	313.68			
<hr/>						
			1114.40			
		Exp. a/c Nov. 30/01.....	24.85			
<hr/>						
			1139.25			
21	135	Thos. H. George—Int. on open a/c				
		Jan. 1/1896 to Nov. 6/1901.....	932.18	932.18		C
21	136	Martin George—Labor with experts				
		4/01 .....	35.00	35.00		R
21	137	S. Blum and Co.—Int. open a/c Jan.				
		1/00 to Nov. 6/01.....	58.64	58.64		R
<hr/>						
		—Not Used—				
21	138	Seattle Hdwe. Co., Int. on open a/c				
		Aug., 1899 to Nov. 9, 1901 .....	107.00	107.00		R
21	139	Howard B. Ames—Not used Int. on				
		B. B. Ord., Sept. 12/00 to Oct.				
		14/1901 .....	33.70	33.70		R
21	140	Alaska Meat Co.—Protest fees on				
		dfts. ....	580.25	580.25		R
<hr/>						
			4.54			
		Int. on Boston dft. ....	465.16			
		Int. on open a/c .....	110.55			
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21	141	C. W. Young—Int. on Boston dft.				
		and open a/c to Oct. 14/1901.....	142.82	142.82		R
21	142	Geo. Kyrage—Int. on B. B. Ord. to				
		to Nov. 1902 .....	308.50	308.50		R
21	143	Gus Ostrand—Int. on due bill is-				
		sued May 8/99 to Nov., 1902.....	204.50	204.50		R

(Testimony of Nathaniel Green.)

21	144	Joe King—Int. on due bill from Jan. 23/00 to Nov., 1902 .....	70.00	70.00	R
21	145	Hunt and Mottet Co.—Int. on a/c— —Not Issued—	16.25	16.25	R
21	146	J. P. Jorgenson—Inv. Lumber..... Oct. 30 .....	232.56	232.56	R
		Int. on open a/c .....	132.56		
21	147	West Coast Grocery Co., Int. on open a/c .....	320.62	320.62	R
1901.					
Oct.					
14	148	Henry Endicott—Int. on \$35000 on 1902. Cert. issued .....	8431.11	8431.11	R
June					
12	149	W. E. Nowell—a/c trip east on Re- ceiver's orders on order of Court is- sued June 12/1902 .....	450.00	450.00	R
Sept.					
10	150	E. Crumrine or bearer—Cancelled ....	1000.00		R
10	151	E. Crumrine .....	1000.00		R
10	152	E. Crumrine—Cancelled .....	1000.00		R
10	153	E. Crumrine—Cancelled .....	1000.00		R
10	154	E. Crumrine—Cancelled .....	1000.00		R
		Forward.....	218621.16	154674.01	

10.

RECEIVER'S CERTIFICATES—FIRST ISSUE.

1902.			Orig. Amt.	Pres. Amt.	
Oct.		Bt. Forward.....	218621.16	154674.01	
2	155	Seattle Hardware Co., Endorsed Oct. 2/1902—\$192.75 paid on Cert. 129 issued to Frank H. Nowell—made to F. N. Nowell, Letter to F. D. N., about Sept., 1902, Seattle Hdwe. Co., Letter F. D. N., dated Oct. 9/02....	192.75	192.75	R
Nov.					
6	156	Thos. S. Nowell—Cancelling Cert. 129. 547.02 Int. on Cert. 129 to 11/6/02..	534.38		R
			534.38		
		Ent. Nov. 6/02 \$200 pd. Iss. Cert. 163			
		Ent. Nov. 6/02 \$200 pd. Iss. Cert. 164			
		Ent. Nov. 6/02 \$100 pd. Iss. Cert. 165			

## (Testimony of Nathaniel Green.)

Dec.					
3	157	F. D. Nowell—Endorsed on Cert. No. 73 (\$6871.49) Retired by issue of Cert. 176 for \$500 to FDN. ....	500.00		R
15	158	F. C. Hammond—Part Payment on Cert. Nos. 91-92 .....	67.00	67.00	R
15	159	F. C. Hammond—Part Payment on Cert. 91-92.			
15	160	F. C. Hammond—Spoiled.			
15	161	F. C. Hammond—Spoiled.			
15	162	F. C. Hammond—Part Payment Cert. 91-92 .....	75.00	75.00	R
Nov.					
6	163	Thos. S. Nowell—End. on Cert. 156 \$200 paid Nov. 6/02 .....	200.00	200.00	R
6	164	Thos. S. Nowell—End. on Cert. 156 \$200 paid Nov. 6/02 .....	200.00	200.00	R
6	165	Thos. S. Nowell—End. on Cert. 156 \$100 paid Nov. 6/02 .....	100.00	100.00	R
Meh.					
17	166	Thos. F. Nowell—Issued a/e anticipated allowance of certificates by Court for expenditures made by Thos. S. N. ....	100.00	100.00	R
1903.					
Feb.					
14	167	John Reck—End. on Cert. No. 74 held by F. D. Nowell .....	348.67	348.67	R
25	168	Thos. S. Nowell—End. on Cert. No. 73 held by F. D. Nowell .....	135.00	135.00	R
Meh.					
31	169	Thos. S. Nowell—a/e Henshaw Bulkley and Co., claim for \$501.50, See H. B. and Co., letter of Meh. 11/03	139.39	89.39	R
	170	Harrison P. Nowell—Issued a/e Cert. No. 64 cancelled—Int. applies from Nov. 6/01 .....	300.00	300.00	R
			221588.35	156556.82	
Forward.....					

## 11.

## RECEIVER'S CERTIFICATES—FIRST ISSUE.

1902.		Orig. Amt.	Pres. Amt.		
Meh.		Forward.....	221588.35	156556.82	
31	171	W. E. Nowell—Issued a/e Cert. 64 Cancelled—Int. applies from Nov. 6/01, End. July 1/02, Paid the sum of \$229.78 .....	274.45	44.67	R



(Testimony of Nathaniel Green.)

1903.

April

17	172	Henshaw, Bulkley and Co. a/c claim for \$501.50 .....	41.15	41.15	R
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June

1	173	Thomas J. Hawley, End. on following cert. ....	526.25	526.25	R
		No. 73 held by F. D. Nowell.263.13			
		65 held by W. E. No- well .....	263.12		
1	174	The Mines Sec. Corp., End. on the fol- lowing cert. ....	3182.50	3182.50	R
		No. 73 held by F. D. No- well .....	1591.25		
		65 held by W. E. No- well .....	1591.25		

1902.

Dec.

	175	Void.			
3	176	F. D. Nowell—Retiring Cert. No. 157 Canc. held by F. D. Nowell.....	500.00		R

1903.

Aug.

10	177	C. M. Summers—For a/c of F. D. No- well .....	3500.00	3500.00	R
		Cert. end. Pd. 73.....	597.93		
			1496.96		
			<hr/>		
			2094.89		
		Ck. F. D. N. ....	1405.11		
			<hr/>		
			3500.00		

Sept.

30	178	F. D. Nowell—24 mo. office rent end- ing Sept. 30/03 .....	1200.00		R
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1902.

May

9	179	F. D. Nowell—replacing Cert. 106 cane.	1500.00	1500.00	R
9	180	F. D. Nowell—replacing cert. 106 cane.	4000.00	1307.51	R

Dec.

3/03	181	Spoiled.			
3	182	R. P. Nelson—End. on cert. 63.....	221.90	221.90	R
10	183	First Nat'l Bank—End. on Cert. 176..	500.00	500.00	R
15	184	Decker Bros.—End. on Cert. 178....	250.00		

Mch.

4	185	Kaufman Bros.—End. on Cert. No. 74 held by F. D. N. ....	194.95	194.95	R
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## (Testimony of Nathaniel Green.)

1904.

Jan.

14	186	F. C. Hammond—End. on Cert. No. 74 held by F. D. N. ....	111.85	111.85	R
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Apl.

4	187	Thos. S. Nowell—End. on Cert. No. 22 held by F. D. N. ....	500.00	500.00	R
4	188	Thos. S. Nowell—End. on Cert. No. 25 held by W. E. N. ....	500.00	500.00	R
4	189	Thos. S. Nowell—End. on Cert. No. 22 held .....	250.00	250.00	R

Forward.....			238841.40	168937.60	
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12

## RECEIVER'S CERTIFICATES.

			Orig. Amt.	Pres. Amt.	
1904		Bt. Forward.....	238841.40	168937.60	
Apr. 4	190	Thos. S. Nowell—End. on Cert. No. 25 held by W. E. Nowell	250.00	250.00	R
Apr. 77	191	B. M. Behrends—End. on Cert. 22.....	3967.29	3967.29	
		F. D. N. Personal a/e .....	3685.10		
		F. D. N. Rec. a/e..	120.53		
		F. D. N. Bond- holders' Basin a/e ....	82.44		
		Admiralty C. and F. Co. ....	79.22		
<hr/>					
1901					
Oct. 14	192	Edward Hobart Cert. No. 7 Cane....	1000.00	1000.00	R
Oct. 14	193	Edward Hobart Cert. No. 7 Cane....	1000.00	1000.00	R
Oct. 14	194	Edward Hobart Cert. No. 7 Cane....	1000.00	1000.00	R
Oct. 14	195	Edward Hobart Cert. No. 7 Cane....	1000.00	1000.00	R
Oct. 14	196	Edward Hobart Cert. No. 7 Cane....	1000.00	1000.00	R
1904					
Oct. 19	197	W. E. Nowell, End. on Cert. No. 25 held by W. E. Nowell ..	1500.00	1500.00	R

(Testimony of Nathaniel Green.)

Apr. 21	198	B. M. Behrends—End. on Cert. No. 22 held by F. D. Nowell .....	117.67	117.67	R
Apr. 23	199	B. M. Behrends—End. on Cert. No. 22 held by F. D. N..	1644.50	1644.50	R
June 16	200	Wallace Hackett, End on Cert. No. 22	513.35	6000.00	6000.00 R
		63	122.77		
		73	1035.59		
		94	250.90		
		87	74.55		
		100	73.97		
		178	950.00		
		180	2692.49		
		156	34.38		
		184	250.00		
			<hr/>	6000.00	
	201	Spoiled			
June 1	202	T. H. George—End. on Cert. No. 66 held by T. H. George	120.00	120.00	R
June 6	203	Thos. S. Nowell—End. on Cert. No. 25 held by W. E. Nowell .....	500.00	500.00	R
June 6	204	Thos. S. Nowell—End. on Cert. No. 25 held by W. E. N.....	500.00	500.00	R
1901					
Nov. 19	205	Wallace Hackett.....	1000.00	600.00	600.00 R
		July 7/02 Pd. 40pc	400.00		
		Issued to replace Cert. No. 76			
Nov. 19	206	Wallace Hackett.....	521.57	312.94	312.94 R
		July 7/02 Pd. 40pc	208.63		
		Issued to replace Cert. 77			
	207	Cancelled—Not issued.			
1904					
July 16	208	Willis E. Howell—End. on Cert. No. 25.....	500.00	500.00	R
June 11	209	F. D. Nowell—End on Cert. Cert. 169 .....	50.00	50.00	R
		Forward.....	259903.80	190000.00	



(Testimony of Nathaniel Green.)

July 31—03	3	J. F. Malony, Cash.....	5000.00	5000.00	R
Sept. 26—03	4	Jos. MacDonald for cash.	2500.00	2500.00	R
Dec. 2—03	5	Jos. McDonald for Cash.	2500.00	2500.00	R
Dec. 10—03	6	Shattuck and Co.—Bal. due on Powder bill Sept. and Oct.—03 .....	100.00	100.00	R
		Bill .....	550.65		
		Cash .....	450.65		
		Cert.....	100.00		
<hr/>					
Dec. 10—03	7	Lynn Canal Nav. Co.....	50.00	50.00	R
		Bal. due on bill due June 1 to Oct. 1.....	668.83		
		Paid by F. D. N.....	400.75		
		Paid Cash Dec. 10.....	218.08		
		Cert.. .. .	50.00		
<hr/>					
Dec. 19—03	8	N. Greene.....	150.00	150.00	R
		Cash .....	50.00		
		Jan. salary.....	100.00		
Feb. 22—04	9	Nath. Greene—a/c Salary Feb .....	100.00	100.00	R
Nov. 1—03	10	Spoiled			
Feb. 22—04	11	Nath. Greene.....	100.00	100.00	R
		a/c salary March.....			
Feb. 29—04	12	Juneau Ferry and Nav. Co. Chg. F. D. Nowell, Per- sonal	33.25	33.25	R
Feb. 29—04	13	Juneau Ferry and Nav. Co. Str Flosie ....	67.45	67.45	R
		a/c for fares, etc.....			
		.....Oct. 18.20			
		.....Nov. 39.75			
<hr/>					
		Assess. Work Oct. and Nov. 1901.			
		.....Vr. 542 .75			
		..... 525 8.75			
<hr/>					
		67.45			
Feb. 29—04	14	Ala. Elec. L. and P. Co... Office lts. and lamps —Dec. Jan. Feb. and Mch.—04 .....	10.00	10.00	R
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		Forward.....	36606.99	26606.99	

## (Testimony of Nathaniel Green.)

15

## RECEIVER'S CERTIFICATES—SECOND ISSUE.

Aug.		Bt. Forward.....	36606.99	26606.99	
20—03	15	William M. Payson.....	1390.60	1390.60	
		Allowed by Court Aug. 20—30 for services as resident rep- resentation at Portland, Me. Mailed Mch. 26/04 to Wallace Hackett, Trustee, Portsmouth New H.			
Nov.					
1—03	16	F. D. Nowell for cash adv. to to him used in paying Ala. T. G. M. Co. Bill Mch. 28.	438.00	438.00	R
Aug.					
23—04	17	Jos. MacDonald—Land office.. fee—a/c surveying mining claims.	200.00	200.00	R
Aug.					
20—03	18	J. H. Cobb—Recv. Atty..... allowed by Court Aug. 30/03 to Sept. 21/03	1500.00	1500.00	R
Aug.					
20—03	19	J. H. Cobb—Recv. Atty..... salary accorded by Court Aug. 20/03 to Sept. 21/03..	1500.00	1500.00	
Sept.					
16—04	20	Jos. MacDonald—To cover a/c.. for wharf repairs.....	2538.00	2538.00	R
			44173.59	34173.59	
		21 Spoiled			
		22 Spoiled			
		Amount cancelled.....	10000.00		
			34173.59		

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## RECEIVER'S CERTIFICATES—THIRD ISSUE

				Original Amount.	
1905.					
Jan. 30	Joseph MacDonald Cert. 1.....			2000.00	R
Jan. 30	Cert. 2.....			2000.00	R
Jan. 30	Cert. 3.....			2000.00	R
Jan. 30	Cert. 4.....			2000.00	R
Jan. 30	Cert. 5.....			2000.00	R
Jan. 30	Cert. 6.....			2000.00	R
Jan. 30	Cert. 7.....			2000.00	R
Jan. 30	Cert. 8.....			2000.00	R

(Testimony of Nathaniel Green.)

Jan. 30	Cert. 9.....	2000.00	R
Jan. 30	Cert. 10.....	2000.00	R
Jan. 30	Cert. 11.....	2000.00	R
Jan. 30	Cert. 12.....	2000.00	R
Jan. 30	Cert. 13.....	2000.00	R
Jan. 30	Cert. 14.....	2000.00	R
Jan. 30	Cert. 14.....	1861.99	R
July 14	Cert. 16.....	3765.25	R

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33627.24

Apr. 13 '07

Receiver's Exh. 66

A. C. P.

Clerk.

B. B. M. AND M. CO.—BOSTON OFFICE—T. S. NOWELL a/c

1897

Dec.

J. F. Malony His dft. Dec. 17/96.....	100.00		C
Gould Mfg. Co. For pump—July and Sept. 1896 .....	1034.08	1134.08	C

Voucher No. 34 Pacific Rolling Mills Co. Nov. 99.....	332.15		C
Voucher No. 318 Sperry Flour Co.....June 97	217.50		C

Voucher No. 565 Union Iron Works...	62.24		C
Voucher 617 General Elec. Co..	350.65		

Jan.

12

Voucher 530 General Elec. Co...Paid	1500.00		C
Voucher 446 General Elec. Co....	60.00		C
Voucher 981 General Elec. Co...	30.52		C
Voucher 615 C. E. Whitney and Co. Dft. Dec. 27/97.....	2465.62		C
Voucher 158 Webb and Co. Dft Dec. 6/97.....	89.27	5108.15	C

Int. paid on Pacific Rolling Mill a/e..	17.72		C
Oscar Foote, Attorney Paid Dec. 1, 1897	100.50		C
C. E. Whitney and Co Paid Dec. 27/97.	60.00		C
C. E. Whitney and Co. Paid Nov. 19/97.	66.98	245.20	C

Voucher 434 Jones Paddock Co..	1057.61		C
Voucher 505 Jones Paddock Co..	635.19		C

(Testimony of Nathaniel Green.)

Voucher	600	Jones Paddock Co...	Dft. 1008.91		C
			Dec.		
			18		
			1897		
Voucher	15	Jones Paddock Co...	289.44		C
Interest		Jones Paddock Co.....	68.25	3059.40	C
				<hr/>	
Cash dep. D. H. and Co. Bank Dec.					
31, 1897.....				3138.89	C
1898.					
Jan.					
Voucher	640	Decker Bros. Dft.			
		11 Jan. 28—98.....	128.35		C
Voucher	181	Koehler and James			
		Dft. Jan. 28/98.....	261.05		C
Indian Tickets Dft. to K. and J. Geo.		Harkrader Jan. 28th.....	194.50		C
Pay Check 2138 Dft. to K. and J. Jan.		28—97 .....	30.00		C
Pay Check 2145 Dft. to K. and J. Jan.		28—97 .....	25.00		C
Pay Check 2143 Dft, Geo. Harkrader Jan.		28—97 .....	28.00		C
Str. Rustler Dft. Geo. Harkrader Jan.		28—97 .....	189.00	855.90	C
				<hr/>	
B. B. Labor W. H. Bryant Dft. Decker		Bros Jan. 28/97.....	50.00		C
Rec. Labor Sealin Dft. Jan. 28/97.....			4.00		R
Seaolin for Machinery Bo't Oct. '97		Jan. 28/97 .....	100.00		C
Int. Dis. and Exch. Decker Bros. and		K. and J. Jan. 28/97.....	84.45	238.45	C
San F. Dfts. Drawn Jan. 98					
Yates and Co.....			5.60		C
Baker and Hamilton.....			.54		C
Sperry Flour Co.....			27.70		C
Westinghouse Elec. and Mfg. Co....			1.40	35.24	C
				<hr/>	
			13815.31	13815.31	

B. B. M. AND M. CO.—BOSTON OFFICE—T. S. NOWELL a/e.

1898

Jan.		Bro't for'd.....		13815.31	
		Draft drawn on San Francisco Jan. 98....			
B. B.	Vchr. 606	Bodwell Bros.....	696.69		C
	Vchr. 512	Dunham, Carrigan			
		and H. Co.....	221.68		C



(Testimony of Nathaniel Green.)

Vchr.	597	Dunham, Carrigan and H. Co.....	349.01	C
Vchr.	566	J. C. Wilson and Co.	17.08	C
Vchr.	510	D. N. and E. Walker and Co.....	4.80	C
Vchr.	609	D. N. and E. Walker and Co.....	8.00	C
Vchr.	514	Yates and Co.....	59.98	C
Vchr.	611	Yates and Co.....	309.10	C
Vchr.	593	Baker and Hamilton	323.89	C
Vchr.	612	Gutta Percha and R. Mfg. Co.....	376.39	C
Vchr.	610	Sperry Flour Co....	851.50	C
Vchr.	608	Miller, Sloss and Scott	394.77	C
Vchr.	607	J. A. Folger and Co..	268.96	C
Vchr.	596	J. A. Roebling Sons Co....	504.46	C
Vchr.	570	H. Levi and Co.....	648.75	C
Vchr.	602	Joshua Hendy Ma- chine Wks....	131.00	C
Vchr.	447	Indianapolis Furn. Co	40.00	C
Vchr.	613	Haas Bros....	2399.47	C
Vchr.	605	Jushman Cane Co...	2.13	C
Vchr.	601	Brooks-Follis Elee. Co	53.10	C
Vchr.	511	Cumberland Coal Co.	76.20	C
Vchr.	450	B. Blackower and Co.	75.00	C
Vchr.	142	Hoffman, Rothschild Co.....	76.50	C
Vchr.	563	W. H. C. Fowler....	117.51	C
Vchr.	80	Levi-Strauss and Co..	217.10	C
Vchr.	146	Levi-Strauss and Co..	240.57	C
Vchr.	614	Levi-Strauss and Co..	108.25	C
Vchr.	519	A. and T. Weil and Co.....	43.12	C
Vchr.	381	Oregon City Woolen Mills .....	23.00	C
Vchr.	397	Neustadter Bros.....	181.20	C
Vchr.	442	Neustadter Bros.....	102.46	C
Vchr.	599	Neustadter Bros.....	175.35	C
Vchr.	385	Murphy-Grant and Co	36.50	C
Vchr.	279	Murphy-Grant and Co	42.48	C
Vchr.	223	Murphy-Grant and Co	9.25	C

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9185.75

13815.31

## (Testimony of Nathaniel Green.)

B. B. M. AND M. CO.—BOSTON OFFICE—T. S. NOWELL a/c.

1898

Jan.	Bro't for'd.....	9185.75	13815.31	
	Drafts drawn in San Francisco Jan. 1898.			
	B. B. Voucher 150 Murphy Grant and Co.	447.67		C
	148 Sherman, Clay and Co.	139.39		C
	27 Treist and Co.....	36.00		C
	589 West. Elec. and Mfg. Co.....	104.30	9913.11	C
		<hr/>		
	B. B. F. D. Nowell, Agt.....	527.75		C
	B. B. Nowell G. M. Co.....	107.07		C
	B. B. Nor. Belle G. M. Co. Vr. 47— West. Elec. and Mfg. Co.....	1.80		C
	B. B. Interest Dunham C. and Hayden	16.94		
	Baker and Hamilton.....	7.20		
	Gutta P. and R. Mfg. Co....	6.27		
	Sperry Flour Co.....	22.70		
	Miller-Sloss and Scott.....	8.93		
	J. A. Folger and Co.....	7.29		
	H. Levi and Co.....	9.20		
	J. Hendy Machine Wks.....	3.50		
	Indianapolis Furn. Co.....	1.37		
	Haas Bros.....	61.33		
	Hoffman-Rothchild and Co..	2.70		
	Levi-Strauss Co.....	18.20		
	Oregon City Woolen Mills....	.70		
	Murphy-Grant and Co.....	7.25		
	West. Elec. and Mfg. Co....	1.57		
		174.95	811.57	C
		<hr/>		
	B. B. Nor. Belle G. M. Co.			
	N. B. Vr. 17 Goodyear Rubber Co.....	1001.80		C
	33 Dunham C. and Hayden...	72.05		C
	19 Union Iron Wks.....	618.80		C
	32 Union Iron Wks.....	150.13		C
	26 John A. Roebing Sons Co..	2.00		C
	22 Henshaw, Buckley and Co..	105.00		C
	23 Jushman Cane Co.....	42.27		C
	18 Brook-Follis Elec. Co.....	16.75		C
	31 Brook-Follis Elec. Co.....	9.10		C
	34 Cumberland Coal Co.....	311.20		C
	24 Cahn-Nickelsburg and Co..	232.00		C
		<hr/>		
	Forward .....	2561.10	24539.99	

(Testimony of Nathaniel Green.)

B. B. M. AND M. CO—BOSTON OFFICE—T. S. NOWELL a/c.

1898

Jan.	Bro't for'd.....	2561.10	24539.99	
	B. B. Nor. Belle G. M. Co.			
	N. B. Vr. 16 Horn and Co.....	167.78		C
	35 W. H. C. Fowler.....	154.72		C
	28 Dunham-Carrigan H. Co....	54.72		C
	20 Mack and Co.....	79.98		C
	36 Jas. S. Brownell.....	90.70		C
	30 Neustadter Bros.....	718.60		C
	29 Murphy-Grant and Co.....	47.28		C
	N. B. Interest			
	Goodyear Rubber Co.....	14.60		C
	Union Iron Works .....	10.31		C
	Jushman Cane Co.....	.85		C
	Brooks-Follis Elec. Co.....	.95		C
	Cumberland Coal Co.....	9.40		C
	Cahn-Nickersburg and Co.....	3.00		C
	Horn and Co.....	2.80		C
	Mack and Co.....	.75		C
	Jas. S. Brownell.....	.71	3913.26	C
	B. B. Nowell G. M. Co.....		55.00	C
	B. B. Vr. a/c 315 Seattle Hadwe. Co....	186.96		
	389 Seattle Hadwe. Co....	88.48		C
	431 Seattle Hadwe. Co....	268.66		C
	518 Seattle Hadwe. Co....	811.30		C
	568 Seattle Hadwe. Co....	544.12		C
	N. Belle G. M. Co			
	N. B. Vehr. 13 Seattle Hardware Co.....	121.25		C
	Int. Dis. and Exch. Seattle Hardware Co..	1059.51	3080.28	C
	N. B. Labor a/c Dr. C. E. Hoye.....	378.62		C
	Hospital a/c C. E. Hoye.....	221.38	600.00	C
	Ticket a/c Decker Bros. Dft. 11.....	28.00		C
	Seward Gold M. Co. Geo. Harkrader Dft.			
	12 Pay Ck. 3.....	4.00		C
	No. Belle G. M. Co. Vr. 8 Koehler and			
	Jas.....	52.50		C
	No. Belle G. M. Co. Vr. 7 Decker Bros..	6.25		C
	No. Belle Int. Dec. 14/97 Decker Bros....	5.00	95.75	C
	Int. Dis. and Exch. Int. on L. Tystad Dft.		18.00	C
	Forward .....		32302.28	

## (Testimony of Nathaniel Green.)

B. B. M. AND M. CO.—BOSTON OFFICE.—T. S. NOWELL A/C.

1898

Feb'y.	Bro't For'd.....		32302.28	
	B. B. No. Belle G. M. Co.....			
	Kerry Lumber Co.....	56.50		C
	Cash a/c Koehler and James D. H. and Co. checks.....	1811.66		C
	Cash Miller and McKinnon checks...	488.57		C
	Cash R. Johnson D. H. and Co. ck. 986.	500.00		C
	Cash Decker Bros. and Co. checks....	758.44		C
	Cash Carstens Bros. and Co. ck. 705..	75.00		C
	Cash Geo. Kyrage and Co. checks....	365.50		C
	Cash S. Garfinkle and Co. checks....	169.40		C
	Interest Dis. and Exch:			
	Protest fees on checks:			
	Koshler and James.....	63.10		C
	Decker Bros.....	8.00		C
	Geo. Kyrage.....	9.90		C
	S. Garfinkle.....	7.64		C
	R. Johnson.....	3.60		C
	Carstens Bros.....	3.50		C
	Str. Rustler.....	202.32		C
	No. Belle G. M. Co. Juneau Iron Wks. Inv	67.00		C
	Voucher a/c No. 275 Lane and Connolly	150.00		C
	Voucher a/c No. 586 Gordon and Co.....	128.49		C
	Voucher a/c No. 503 Gordon and Co.....	57.25		C
	Seward G. M. Co. Koehler and James D. H. and Co. checks.....	148.60		C
	Pay check a/c Pay ck. 2146, Geo Kyrage..	25.00		C
	Labor a/c, W. J. McGlew.....	580.00	5679.47	C
	No. Belle G. M. Co. Koehler and Jas. D. H. and Co. checks .....	4.00		C
	No. V. 38 Ala. Meat Co.....	504.60		C
	No. Belle Boston dft. No. 2 retired by dft. 47.....	21.68	530.28	C
	B. B. Vchr. a/c 448, W. W. Montague and Co.....	1376.71		C
	513 Genl. Elec. Co.....	210.78		C
	537 Genl. Elec. Co.....	4.50		C
	595 Genl. Elec. Co.....	115.00		C
	No. Belle G. M. Co. No. Belle Vr. 14 Genl. Elec. Co.....	24.25		C
	Interest Dis. and Exch. Int. W. W. Monta- gue and Co.....	27.54	1758.78	C
	Forward.....		40270.81	

(Testimony of Nathaniel Green.)

B. B. M. AND M. CO.—BOSTON OFFICE.—T. S. NOWELL A/C.

1898.

March	Brought Forward.....		40270.81	
Labor	E. E. Noble.....	60.90		
	Jno. Sullivan .....	140.15		
	Hugh O'Donnell .....	206.75		
	Mike Whitney .....	116.05		
	Pat Keating .....	137.63		
	Pat Crossen .....	201.50		
	Humphrey and Edison a/c C. A.			
	Dorklaw .....	39.95		
	Tom Fleming .....	200.00		
	Jno. Fleming.....	111.50		
	Chas. Flynn.....	62.55		
	W. E. Crewe for J. Kirby.....	142.90		
	Pat McGrisken.....	286.95		
	J. A. Kemp.....	692.48		
	J. King.....	185.22	2584.53	C
	<hr/>			
	No. Belle G. M. Co. J. King, Labor.....	114.78		C
	Sew. Gold M. Co. Dan Crowley, Labor.....	85.65		C
	A. M. Ross .....	1158.65		C
	Ticket a/c.....	32.00		C
	No. Belle G. M. Co. Ticket a/c.....	2.50		C
	Voucher a/c Vou. 633, No. Pac. Coal Co....	310.45		C
	No. Belle G. M. Co. Rec. Exp. Pat Me-			
	Grisken.....	41.25		R
	Ophir G. M. Co, Peter Brown a/c Selkirk..	479.48		C
	No. Belle G. M. Co. Peter Brown, Labor...	10.50	4819.79	C
	<hr/>			
	Cash a/c O. Kirk D. H. Co. ek. 974, dft. 59.	100.00		C
	Labor a/c Mike Hallisey, dft. 91.....	237.80		C
	T. S. Nowell, G. B. Swineheart.....	450.00		
	No. Belle G. M. Co. J. A. Kemp, Labor			
	.....	107.90	895.70	C
	<hr/>			
	Int. Dis. and Exch. Int. on Notes for			
	Draft.....		80.66	C
Apl.	Pay check E. F. Cassie pay check.....			
	.....	2089 830	12.00	
	.....	2144 370		
	No. Belle G. M. Co. Cassie D. H. and			
	Co. ek.			
	26.....	48.00		
	40.....	7.00	90.10	C
	42.....	35.10		

## (Testimony of Nathaniel Green.)

Cash a/c Cassie B. B. and Co. ck.

885.....	122.00		
942.....	16.80		
909.....	7.00	145.80	C
<hr/>			
Orders a/c Cassie A. K. Cameron order....	5.00		C
Ticket a/c Cassie .....	.50		C
Nowell G. M. Co.....	20.00	273.40	C
<hr/>			
Forward.....		46340.36	

B. B. M. AND M. CO.—BOSTON OFFICE.—T. S. NOWELL A/C.

1898.

April. Brought Forward..... 46340.36

Cash a/c B. B. Dexter, Horton and Co. checks. 5929.05

Ck. 847	29.45	ck. 995	170.35
910	80.00	1008	119.55
922	158.30	994	73.45
951	150.00	997	100.00
968	72.20	784	131.00
967	99.00	787	62.80
981	150.00	917	245.75
977	147.80	938	10.00
958	175.00	935	147.00
990	41.75	932	104.25
983	25.00	928	75.00
1005	74.60	944	127.90
998	37.35	954	75.00
946	3.00	950	91.20
778	26.00	907	100.00
957	11.00	850	184.00
894	11.00	980	198.05
836	65.75	975	186.70
843	227.65	905	27.00
851	136.25	999	121.00
945	50.00	989	85.40
947	241.30	1011	25.50
953	50.10	993	163.65
949	150.00	1001	70.00
964	100.00	777	171.35
972	51.30	789	34.40
979	27.00	939	197.50
996	88.75	937	65.05
960	60.00	934	103.05
		931	123.60

Sew. G. M. Co. Cash a/c..... 408.35

C

(Testimony of Nathaniel Green.)

D. H. and Co. ck.		
15...	15.30	14...39.30 9...36.25
18...	69.50	19...50.50 17...41.65
20...	46.50	27...33.50 24...75.85
No. Belle G. M. Co.....		222.95 C
D. H. Co. ck.		
15...	23.00	38...73.62 36...60.53
31...	46.50	27...33.50 24...75.85
Int. Dis. and Exch.....		382.66 C
Protest on 39 checks at 2.....	78.00	
Discount on Dfts.....	86.01	
Discount on Dfts.....	218.65	
Seward G. M. Co. Protest fees on 9 chks..	18.00	C
No. Belle G. M. Co. Protest fees on 9 chks.	8.00	C
Ticket a/c tickets redeemed.....	18.75	
	<u>6987.76</u>	
Less credit of Nowell G. M. Co.....	81.08	6906.68 C
Labor a/c J. D. Harrigan.....	280.00	C
Str. "Rustler".....	156.07	C
Nowell Bros. Porter, Slessinger and Co....	72.50	C
Voucher a/c B. B. V. 32 M. Seller and Co..	35.70	C
Str. "Rustler" Ala. Meat Co.....	221.29	C
Rec. Expense Ala. Meat Co.....	84.40	R
Malony and Winn .....	600.00	C
Receiver's Expense Geo. Harkrader.....	100.00	R
T. D. Nowell.....	47.00	1596.96 C
	<u>54844.00</u>	

B. B. M. AND M. CO.—BOSTON OFFICE.—T. S. NOWELL A/C.

1898.

April.	Brought Forward.....	54844.00	C
	Voucher a/c V. 506 Lilly Bogardus and Co.....	13.10	C
	154 Queen City Candy Co.....	73.75	C
	224 Queen City Candy Co.....	31.99	C
	322 Queen City Candy Co.....	12.08	C
	521 R. Dunsmuir and Son.....	1400.00	C
	594 R. Dunsmuir and Son.....	1665.00	C
May	Labor, J. W. Fugler.....	200.00	C
	Cash, H. W. Gibson D. H. and Co. ck. 1006.....	312.42	C
	T. D. Nowell Decker Bros.....	371.95	C
	A. M. Ross Balance open a/c.....	704.56	C
	Rustler Decker Bros.....	489.46	
	Ala. Steam Nav. Co.....	7.50	C
	<u>496.96</u>		

## (Testimony of Nathaniel Green.)

	Receiver's Exp. St. Anns Hosp. care			
	Clark.....	92.00		
	Ala. Steam Nav. Co		144 00	R
	E. T. C. Rec.....	52.00		
	T. H. George order favor S. O. Wheel-		60.00	C
	ock.....			
	No. Belle G. M. Co. Cassel and Shattuck			
	Insurance.....		1549.69	R
	Nowell Bros.....		60.00	C
	Ticket a/c Ala. Steam Nav. Co. Tickets			
	redeemed.....		10.00	C
	Hospital Ala. Steam Nav. Co. Fare, Dr.			
	Hoge .....		4.00	C
	W. E. Nowell Cassel and Shattuck Life			
	Ins.....		289.47	C
	Voucher a/c V. 572, St. Ann's Hosp....		40.40	C
			<hr/>	
June	W. E. Nowell Sherwood Gillespie Ins.			
	prem.....		187.32	C
July	Str. Rustler Ala. Meat Co.....	231.68		C
	Int. Dis. and Exch.....	7.65		C
	Malony and Winn.....	179.00	418.33	
			<hr/>	
	Str. Rustler C. W. Young.....		238.40	C
	Voucher a/c Vr. 452 Goodyear R. Co...	194.04		
	515 Goodyear R. Co...	319.80		C
	539 Goodyear R. Co...	126.36		C
	75 Neville and Co....	42.00		C
	Neville Inv. Nov. 97..	308.70		C
	Frank H. Nowell.....	9.10	1000.00	C
			<hr/>	
	Cash a/c D. H. and Co. ek. 1003	3.28		
	966	70.91		
	834	349.63		
	915	50.20	474.02	C
			<hr/>	
Aug.	T. H. George.....	1500.00		C
	No. Belle G. M. Co. Ala. Meat Co. V.			
	124.....	409.67		R
	Rustler.....	67.20	1976.87	C
			<hr/>	
	Labor W. J. McGlew correction draft			
	Feby. 22/98.....		.88	C
	Operating Pinkerton Agency.....	522.90		C
	Oscar Foote, Atty.....	50.00	572.90	C
			<hr/>	
Sept.	Labor, W. A. Monrow.....		747.35	C



(Testimony of Nathaniel Green.)

Oct.	T. S. Nowell, check a/c			
	D. H. and Co. checks			
	692	5000.00		
	691	5000.00		
	746	5000.00	returned	16000.00 C
	749	500.00		
	751	500.00		
				<hr/>
				83899.44

B. B. M. AND CO.—BOSTON OFFICE—F. S. NOWELL a/c.

1898.				
Nov.	Brought forward.....			83899.44
	N. B. G. M. Co. D. H. and Co. checks	64.65		C
	Nowell G. M. Co. D. H. and Co. checks	32.11		C
	Int. Dis. and Exch.....	.02	96.78	
			<hr/>	
	N. B. G. M. Co. Dfts. Union Iron Wks..		69.75	R
1899.				
Jany.	N. B. G. M. Co. V. 148 H. K. Porter and Co.....		23.25	R
May	T. D. Nowell, Agt. Grant Powder Co...		5953.56	C
Aug.	Nowell Mannheim Ins. Co.....		12.43	R
	Voucher a/c V. 163 Cal. Mach. Wks..	86.48		
	390 Langley and Meehan.	147.25		
	447 Langley and Meehan.	7.26		
	Int. Dis. and Exch. Int. Cal. Mach Wks.	2.35		
	Int. Langley and Meehan.	2.06	245.40	C
			<hr/>	
	Notes Payable Note—A. J. Wellington		3244.90	C
May	W. E. Nowell.....		1200.00	C
1900				
Dec.	W. E. Nowell.....		650.00	C
			<hr/>	
			95395.51	
1898.				
	Draft 59 Owen Kirk paid by Receiver			
	Cash and Book folio 11.....		100.00	
			<hr/>	
			95295.51	
	Bal. 1905.....	354,665.88		
	Bal. 1897.....	259,370.37		
		<hr/>		
			95,295.51	

## (Testimony of Nathaniel Green.)

## BERNERS BAY MINING AND MILLING COMPANY.

T. S. Nowell A/C.

1898.

Jan.	Cash advanced to Receiver C. B. fol. 4.....	15000.00	C
Jan.	Cash advanced to Receiver C. B. fol. 4.....	715.00	C
Feb.	Cash ck. 1004, \$143.30; ck. 908, \$30.00 Paid at S. F....	173.30	C
Feb.	Labor, W. A. Monroe.....	100.00	C
Feb.	Cash advanced Receiver C. B. fol. 4.....	4461.50	C
Mch.	Cash advanced Receiver C. B. fol. 4.....	7000.00	C
May	Nowell G. M. Co. Balance.....	40805.18	C
Oct.	T. S. Nowell Ck. a/c Bank Col. Ck. 181 Ret.....	3000.00	C
		<hr/>	
		71254.98	

1898.

Feb.	Cash paid to Receiver Cash Book folio 5..	22.00	C
Mch.	Draft in Boston Office to C. B. Swineheart.	450.00	C
Aug.	Pay Ck. \$4 issued Nov. 30/94 Chgd. T. S. Nowell .....	150.00	622.00
		<hr/>	
		70632.98	C

Bal. 1905.....132790.95  
Bal. 1897..... 62157.97

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70632.98

## NORTHERN BELLE G. M. CO.—BOSTON OFFICE.—T. S. NOWELL a/c.

## Credits.

1898.

Feb.	Cash a/c Miller and McKinnon D. H. and Co. cks.....	105.45	C
	Cash a/c Decker Bros. D. H. and Co. cks	135.65	C
	Carsten Bros. D. H. 28 cks.....	60.00	C
	Geo. Kyrage D. H. 14 cks.....	38.00	C
	Geo. Kyrage D. H. cks.....	24.10	C
	Interest Protest fees on checks.....	11.00	374.20
		<hr/>	
Mch.	Labor a/c Humphreys and Edson for C. A. Borklaw.....		66.95 C
	Labor W. A. Monroe.....	304.95	
	Labor N. Green.....	50.19	355.14 C
		<hr/>	
Apr.	Voucher a/c Vr. 10 Lilly Bogardus and Co.....		170.30 C
July.	Voucher a/c Vr. 100 Ala. Meat Co....		109.09 R
Aug.	Cash D. H. and Co. ck. 32, paid by T. S. N.....		64.65 C

*The International Trust Company et al.* 1235

(Testimony of Nathaniel Green.)

	Voucher a/c V. 104 Koehler and			
	J. Mer. Co.....	16.65		
	126 Koehler and J. Mer. Co....	254.81		
	127 Koehler and J. Mer. Co....	110.39	381.85	
	Str. Rustler.....		161.08	
			<hr/>	
				542.93 R
Sept.	Voucher a/c V. 122 J. P. Jorgen-			
	son.....	7.75		
	138 J. P. Jorgenson.....	575.16		
	118 G. A. Anderson.....	11.65		
	132 G. A. Anderson.....	20.77		
	153 G. A. Anderson.....	1.00		
	137 Shattuck & Co.....	48.75		
	139 K. & J. Mer. Co.....	462.54	1127.62	R
			<hr/>	
	Str. Rustler.....	301.86	1429.48	R
			<hr/>	
	Voucher a/c Vr. 108 Washburn & Moen			
	Mfg. Co.....		572.28	R
	Voucher a/c 106 J. Hendy Mach. Wks..	45.00		
	Interest a/c Interest on Hendy Vr....	1.55	46.55	R
			<hr/>	
	San Francisco Office C. A. Haight.....	220.00		R
	Cala. Fuse Assn.....	612.00		R
	Union Iron Wks.....	55.60		
		69.75	125.35	R
			<hr/>	
	Jusmican Can. Co.....	104.84		
		14.14	118.98	1076.33 R
			<hr/>	
Oct.	T. D. Nowell, Rec. Gus Ostrand Entered			
	in.....	396.78		R
	Wm. Fugler Cash see C.....	148.45		R
	Jno. Morrow B. folios.....	233.58		
	Jno. Moyle 66 folios.....	161.07	939.88	R
			<hr/>	
	Voucher a/c V. 155 J. P. Jorgenson....	1327.17		
	136 Ala. Meat Co.....	492.95		
	151 Ala. Meat Co.....	654.30		
	Rustler Ala. Meat Co.....	117.34	2591.76	R
			<hr/>	
	Forward.....		8339.54	

## (Testimony of Nathaniel Green.)

NO. BELLE G. M. CO.—BOSTON OFFICE.—T. S. NOWELL a/c.		
1898.		
Nov.	Brought forward.....	8339.54
	Voucher V. 154 Koehler and Jas.....128.61	199.51
	163 Koehler and Jas..... 70.90	
	<hr/>	
	Str. Rustler Koehler and Jas.....	203.75
	Voucher a/c V. 114 Seattle Hd'ware Co..	99.75
	V. 114 Seattle Hd'ware Co.... 84.75	
	V. 134 Seattle Hd'ware Co.... 15.00	99.75
	<hr/>	
	B. M. Behrend's Bank Cash.....	3500.00
	Voucher a/c V. 167 Ala. Meat Co.....	762.07
	Rustler.....	102.85
		4967.68
	<hr/>	
Dec.		
	Rustler Decker Bros.....	160.30
	Interest Int. on Decker Bros. dft.....	2.67
	Rustler R. P. Nelson.....	.15
	Nowell G. M. Co. R. P. Nelson.....	14.80
	Nowell G. M. Co. R. P. Nelson.....	6.85
	W. E. Nowell R. P. Nelson.....	18.25
	Rec. Expense R. P. Nelson.....	18.50
	Voucher a/c V. 9 R. P. Nelson.....	1.70
	45 R. P. Nelson.....	3.55
	105 R. P. Nelson.....	4.80
	119 R. P. Nelson.....	13.25
	170 R. P. Nelson.....	3.40
		26.70
	<hr/>	
B. B. M. and M. Co.		
	V. 339 R. P. Nelson.....	6.10
	462 R. P. Nelson.....	12.35
	526 R. P. Nelson.....	5.75
	577 R. P. Nelson.....	2.75
	631 R. P. Nelson.....	21.50
		48.45
	<hr/>	
	Voucher a/c 153 G. A. Anderson....	23.85
	164 G. A. Anderson.....	10.07
	183 G. A. Anderson.....	25.50
		59.42
	<hr/>	
	Rustler.....	14.90
	Voucher a/c V. 120 Juneau Pham..	.50
	131 Juneau Pham.....	1.75
	185 Juneau Pham.....	79.35
		81.60
	<hr/>	
	Am. Gold M. Co.....	5.25
	Nowell G. M. Co., Voucher.....	5.25
	T. D. Nowell, Juneau Pharm.....	24.00

(Testimony of Nathaniel Green.)

Voucher K. and J. Vr. 189.....	296.47		R
Rustler, K. and J.....	97.19		R
Rustler, Ala. Meat Co.....	85.88		R
Voucher, Vr. 186 Ala. Meat Co.....	324.09		R
Voucher, V. 178, J. P. Jorgenson.....	76.90		R
Cash 2 dfts. for collection \$2500 ea.....	50000.00		R
		6364.62	R

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Forward..... 19671.84

NO. BELLE G. M. CO.—BOSTON OFFICE.—T. S. NOWELL a/c.

Brought Forward.....		19671.84	
San Francisco Office Dunham C. and H ....			
Sept.....	51.88	134.00	R
Sept....	28.56		
Dec.....	53.66		
Interest. Int. D. C. and H. Co. above...	2.02	136.12	R
San Francisco Office, HENDY MACH. WKS.			
Oct.....	44.25	82.25	R
Nov.....	38.00		

1899

Jany. Voucher. V. 201 Ala. Meat Co.....	261.58		R
Rustler. V. 201 Ala. Meat Co.....	72.80		R
Voucher. V. 23 J. P. Jorgenson.....	135.29		R
Am. Gold M. Co. B. M. Behrends....	1402.96		R
T. S. Nowell. B. M. Behrends.....	307.96		R
Voucher a/c. B. M. Behrends V.			
152.....	189.50	310.24	R
169.....	48.50		
199.....	72.24		
Voucher a/c Vr. 198 K and J. Mer. Co.			
.....	21.54		R
Rustler.....	136.45	2638.15	R
B. B. M. and M. Co. Dft. Meh. 9/98			
Labor.....		64.00	C
Feb'y. Rustler Axel Fasl.....	100.00		R
B. B. M. and M. Co. Gus Ostrand			
Labor a/c.....	882.97		C
B. B. M. and M. Co. Gus Ostrand,			
Labor a/c.....	50.00		C
Labor. Gus Ostrand, Labor a/c.....	89.53		C
Rec. Certificate a/c B. M. Behrends,			
Cert 1.....	5000.00		R
Rec. Certificate J. T. Malony.....	5000.00		R
No. Belle Cash at B. B.....	108.90		R
	152.50	261.40	
		11383.90	

## (Testimony of Nathaniel Green.)

Mch.	San Francisco Office. Haas Bros.			
	Sep. 21.....	187.35		
	Oct. 12.....	57.25		
	Oct. 15.....	14.82		
	Oct. 17.....	132.60		
	pt. Nov. 19.....	93.48	485.50	R
	Int. Dis. and Exchange. Haas Bros.....	7.07	492.57	R
	Cash Dft. B. M. Behrends for collec- tion.....	2500.00		R
	Voucher a/c K. and J. Mer. Co.			
	V. 207.....	62.15		
	215.....	120.22	182.37	R
		57.20	57.20	
	Rustler K. and J. Mer. Co.			
	Am. Gold M. Co. V. 350.....	29.27		R
	tion.....	2500.00		R
	Voucher a/c V. 218 Ala Meat Co.....	160.82		R
	Rustler.....	25.80	5455.46	R
Apl.	Rustler. E. Thornton.....		200.00	R
	Forward.....		40124.29	
	NO. BELLE G. M. CO.—BOSTON OFFICE—T. S. NOWELL a/c.		40124.29	
1899.				
May	Voucher a/c V. 222 Alaska			
	Meat Co. ....	72.23	229.23	R
	230.....	154.00		
	214 B. M. Behrends. ....	35.07	260.89	R
	226 B. M. Behrends. ....	56.06		
	232 B. M. Behrends. ....	169.76		
	Interest, Int. on Rec. Certificates.....	256.66	746.78	R
	San Francisco Office, C. A. Haight.....		110.00	R
June	F. D. Nowell, Cash .....		2500.00	R
	Voucher a/c V. 239 Ala. Meat Co.....	155.35		R
	Rustler, Ala. Meat Co. ....	33.10	188.95	R
July	Voucher a/c 182 Trenton Iron Co.....		85.20	R
	Voucher a/c 245 S. Blum and Co.....	111.00		R
	Rustler, S. Blum and Co. ....	68.76		R
	Voucher 247 Ala. Meat Co. ....	157.02		R
	Rustler, Ala. Meat Co. ....	25.24		R
	B. B. Cash a/c Ala. Meat Co., B. B.			
	Ord. No. 15 .....	30.50	392.52	R

(Testimony of Nathaniel Green.)

Aug.	San Francisco Office, Bodwell Bros.....	232.82		R
	Gorham R. Co. ....	50.40		R
	W. E. Nowell .....	500.00		R
	San Francisco Office, Hendy Machine			
	Wks. ....	79.25		R
	Interest, Hendy Machine Wks. ....	1.25		
	San Francisco Office, J. Cane Co.....	5.75	869.47	R
	Voucher a/c V. 258 A. Blum and Co.....	488.69		R
	Voucher a/c B. M. Behrends			.
	V. 236.....	160.07		
	243.....	77.65		
	249.....	300.92	548.64	1037.33 R
	San Francisco Office, Manheim Ins.			
	Co. ....	.82		
	Insurance a/c Manheim Ins. Co. 1898....	33.33	34.15	R
	San Francisco Office, Neville and Co....	100.50		
	San Francisco Office, Murphy Grant and			
	Co. ....	63.75		
	Murphy Grant and Co. ....	332.80		
	Interest, Int. Murphy Grant and Co.....	14.40	511.45	R
Sept.	Voucher a/c C. W. Young V.			
	276 .....	203.06		
	250 .....	45.95	249.01	R
	Str. Rustler, C. W. Young .....	4.55		R
	Voucher a/c S. Blum and Co. V. 271....	317.40		R
	Voucher a/c Ala. Meat Co.			
	V. 257 .....	249.01		
	V. 279 .....	294.47	543.48	R
	Str. Rustler Ala. Meat Co. ....	130.47	1244.91	R
	Forward.....		47845.05	
	N. B. G. M. Co. BOSTON OFFICE. T. S. NOWELL a/c.			
	Brought Forward.....		47845.05	
1899.				
Oct.	Voucher a/c J. P. Jorgenson.			
	Vr. 274 .....	6.20	314.62	R
	Vr. 299 .....	308.42		
	Rustler, J. P. Jorgenson .....	17.82		R
	Voucher S. Blum Vr. 304 .....	149.60		R
	Rustler S. Blum .....	65.72		R
	Voucher Ala. Meat Co. V. 294 .....	712.28		R

(Testimony of Nathaniel Green.)

	Rustler Ala. Meat Co. ....	50.56		R
	Boston Office Dft. Ala. Meat Co. Re-			
	turned .....	212.76		R
	Interest Protest fees Ala. Meat Co.....	1.77	1525.16	R
Nov.	Voucher a/c Vr. 314 Ala. Meat Co.....	507.73		R
	Str. Rustler Ala. Meat Co. ....	41.11	548.84	R
1900.				
Jany.	Boston Office Dft. Ala. Meat Co. Ret....	673.95		R
	Interest, Int. on Do. ....	8.42		R
	Voucher a/c V. 344 Ala. Meat Co. ....	600.03		R
	Str. Rustler Ala. Meat Co. ....	73.29		R
	Voucher a/c V. 359 Ala. Meat Co.....	368.59		R
	Str. Rustler Ala. Meat Co. ....	76.09	1800.35	
Apl.	Voucher a/c C. W. Young V.			
	296.....	118.52		
	330.....	148.25		
	350.....	117.79		
	364.....	56.20		
	377.....	120.40		
	388.....	21.50		
	400.....	55.53		
	403.....	28.15		
	372.....	1.00	667.34	R
	Str. Rustler C. W. Young .....	158.24		
	Boston Office Dft. to C. W. Young, Cane.	253.56	1079.14	R
			52798.54	
1898.				
Apl.	Voucher a/c V. 49 C. W. Young.....	6.25		C
	Cash a/c D. H. and Co. Ck. 37.....	85.60		C
	Interest, Protest fees .....	3.65	95.50	C
			52894.04	

NORTHERN BELLE GOLD MINING COMPANY,

T. S. NOWELL a/c.

Debit.

1898.			
Nov.	Paid Alaska Steam Laundry .....	3.55	
Dec.	Supplies for Johnson Mine—Aug. ....	7.80	
Dec.	Supplies for Johnson Mine—Aug. ....	14.75	
Dec.	Labor—Johnson Mine—Aug. ....	172.50	
Dec.	Supplies for Johnson Mine—Sept. ....	14.65	
Dec.	Labor for Johnson Mine—Sept.....	296.50	
Dec.	Labor for Johnson Mine—Oct. ....	103.75	



(Testimony of Nathaniel Green.)

1899.			
Aug.	Remitted to A. L. Nowell .....	265.00	
Aug.	Supplies for Johnson Mine—Aug.—99 ....	4.21	
Aug.	Supplies for Johnson mine—Aug.—99 ....	40.45	
Aug.	Labor for Johnson Mine .....	669.00	
Sept.	Check .....	500.00	
Sept.	Paid R. T. Harris a/c T. S. N.....	100.00	
Sept.	Supplies for Johnson Mines .....	66.55	
Sept.	Labor for Johnson Mines .....	698.75	
Oct.	Cash paid by F. H. Nowell, S. F.....	545.00	
Oct.	Cash .....	250.00	
Oct.	Supplies for Johnson Mine .....	1.20	
1900.			
Mch.	Cash for S. Blum and Co. Dft. ....	215.32	
	Credits.		
1899.			
Sept.	Amt. paid by T. S. N. for Typewriting in S. F. ....	5.15	R
1900.			
Aug.	Four Boss Heads taken from Union Mill	40.00	R
Oct.	325 ft. 12 Lt. T. Rail from Union Mill..	35.00	R
1901.			
Oct.	Chgd. Str. Rustler a/c on B. B. M. and M. Co. books .....	3888.83	C
		3968.98	3968.98

N. B. G. M. CO. BOSTON OFFICE. T. S. NOWELL a/c.

Debits.

1898.			
Feb.	Draft Juneau Iron Works Retired .....	21.68	C
Feb.	Draft Juneau Iron Works Retired.....	67.00	C
Nov.	Draft Union Iron Works—Trans. to B. B. M. & M. Co. ....	69.75	R
Nov.	Draft Goodall, Perkins and Co. to B. B. & M. Co....	64.65	R
1899.			
Jan.	Draft Washburn and Moen Mfg. Co. to Sew. G. M. Co.		
Apr.	Draft Cash B. M. Behrends Ret 2 dfts. \$2500 ea..	5000.00	R
July	Draft Collections from Trenton Iron Wks.....	76.94	R
Aug.	Draft Gus Ostrand, Cancelled .....	1022.50	R
Aug.	Draft B. M. B. a/c Am. G. M. Co. and F. D. No- well paid by Am. G. M. Co. ....	1710.25	R
Oct.	Draft Alaska Meat Co. Returned .....	212.75	R
Oct.	Draft S. Blum and Co. Returned .....	179.76	R
Dec.	Draft S. Blum and Co. Pd. by Rec. Cash Book P. 221 .....	488.69	R
Dec.	Draft S. Blum and Co. Pd. by Rec. Cash Book P. 227 .....	317.40	R

## (Testimony of Nathaniel Green.)

1900.

Jan.	Draft B. M. Behrends Rec. Cash Book P. 229.....	548.64	R
Jan.	Draft Ala. Meat Co. Cancelled .....	673.95	R
Apl.	Draft C. W. Young Cancelled .....	253.56	R
May	Draft Receiver's Certificates .....	35000.00	R

1901.

Oct.	Unpaid Drafts Neville and Co. ....	100.50	R
	Murphy-Grant and Co. ....	410.95	R
	J. P. Jorgenson .....	332.45	R
	Alaska Meat Co. ....	3326.58	R
	C. W. Young .....	1079.14	R
		<u>51529.43</u>	

Ledger Balance Dec. 1905 Cr.....1956.85

Ledger Balance Dec. 1897 Cr..... 592.24

1364.61

Ledger Credits .....52894.04

Ledger Debits .....51529.43

SEWARD G. M. CO. BOSTON OFFICE. T. S. NOWELL a/c.

1898

1364.61

Jan.	Cash a/c Dft. to Joe Levy, D. H. and Co.		
	ek. 22 .....	74.95	
	Int., Dis. and Exch. Int. on ek. 22.....	1.40	76.35 C
Feb.	Cash Geo. Kyrage, D. H. and Co. Ck. 16..	14.95	C
	Cash Geo. Kyrage, D. H. and Co. Ck. 11..	24.00	C
	Interest Geo. Kyrage, D. H. and Co. ....	3.30	42.25 C
	Cash Decker Bros., D. H. and Co. Cks....	163.75	C
	Interest Protest Fees on Co. cks.....	4.00	167.75 C
Mch.	Rec. Labor Wm. Cunningham .....	150.00	R
	Labor a/c H. D. Gillis .....	50.00	C
	B. B. M. and M. Co. Labor a/c Jas.		
	Gleason .....	31.95	231.95

(Testimony of Nathaniel Green.)

Apl. 1899.	Rec. expenses G. L. Tugnot Assaying....	77.40	R
Jan. 1898.	No. Belle G. M. Co.—Washburn and Moen Mfg. Co. ....	572.28	
		<hr/>	
		1167.98	
Mch.	Draft to Cunningham, W., paid by Re- ceiver Cash Book folio 9.....	150.00	R
		<hr/>	
	Balance 1897.....	1017.98	
	Balance 1905.....	1017.98	

[Title of Court and Cause No. 603.]

[Filed Feb. 10, 1906, in Case No. 603].

REPORT OF THE RECEIVER F. D. NOWELL.

Now, comes F. D. Nowell, Receiver herein, and in obedience to the orders of the Court files this, his report, showing a complete account of the Receivership during his administration thereof.

I.

The properties of the Berners Bay Mining and Milling Co., the Northern Belle Gold Mining Co., the Ophir Gold Mining Co., and the Seward Gold Mining Co., were placed in the hands of E. F. Cassel as Receiver in this cause on December 15th, 1897. In February, 1898, E. F. Cassel resigned as such Receiver and the present Receiver, F. D. Nowell, was on February 12th, 1898, appointed and qualified as Receiver herein, and at once entered upon the discharge of his duties as such.

II.

A trial balance of the Berners Bay Mining and Milling Co. taken December 18th, 1897, from the

(Testimony of Nathaniel Green.)

books of the Company, which is hereto attached marked Exhibit A, shows liabilities of said Company aggregating \$3,355,090.00.

A trial balance from the books of the Seward and Northern Belle Gold Mining Companies taken on December 20th, 1897, hereto attached and marked Exhibit B and C, shows liabilities aggregating—Northern Belle Gold Mining Co., \$57,534.58; Seward Gold Mining Company \$25,273.39.

### III.

Of the indebtedness of said companies above mentioned, the aggregate sum of \$49,277.06 was for labor, claims for labor and improvements upon the mining claims of said companies.

### IV.

Trial balances of the said three companies taken December 1st, 1905, which are hereto attached, marked respectively Exhibits D, E, and F, show the liabilities of said companies on said date respectively as follows: Berners Bay Mining and Milling Co., \$3,210,953.06; Northern Belle Gold Mining Co., \$378,454.61; Seward Gold Mining Co., \$105,870.75.

### V.

Your receiver has received in cash during his administration of said properties the sum of \$394,371.62, and has disbursed in cash the sum of \$394,352.78.

A complete detailed statement of such receipts and disbursements is hereto attached, marked Exhibit "G." All payments made on account of indebted-

(Testimony of Nathaniel Green.)

ness of the companies are indicated by the letter "C." All payments made on account of the Receivership are indicated by the letter "R."

#### VI.

Your Receiver has, under the orders of the Court, issued Receiver's Certificates for the aggregate sum of \$257,790.83.

A complete detailed statement of such Receiver's Certificates is hereto attached, marked Exhibit "H."

#### VII.

The indebtedness of the three companies, viz., the Berners Bay Mining and Milling Co., the Seward Gold Mining Co., and the Northern Belle Gold Mining Co., to Thomas S. Nowell in December, 1897, as shown by the trial balances taken from the books of said companies aggregated \$352,620.58.

The trial balances of December 31st, 1905, show an indebtedness of said companies to T. S. Nowell of \$591,431.66.

The balances are shown by and made up from the books of the companies in your Receiver's hands; but your Receiver understands that said indebtedness is to be credited with the sum of \$300,000.00, represented by bonds of the Berners Bay Mining and Milling Company, issued July 1st, 1896, and delivered to Thomas S. Nowell for sale on behalf of the company, and which were by him disposed of prior to this Receivership, and the proceeds remitted to the Alaska office and credited to T. S. Nowell as a part of the above indebtedness. The increase of the

(Testimony of Nathaniel Green.)

indebtedness to the aggregate amount of \$148,811.08 is of cash to that amount, advanced by Thomas S. Nowell to your Receiver, for which no obligations of the Receiver have been issued, and which advances were made for the purpose of paying off the floating indebtedness of the companies, other than the labor claims, which were otherwise ordered paid by the Court.

### VIII.

Your Receiver has paid of the general indebtedness of the Companies, including the labor claims, amounting to \$49,277.06, the sum of \$198,588.10, a detailed statement of which is shown in the reports of your Receiver heretofore filed and approved, and are also shown in detail in Exhibit "G."

### IX.

The total liabilities of the Receivership on May 31, 1905, aggregated \$382,515.99, and is shown in detail in the last report of your Receiver filed herein.

Since that date there has been no increase in liabilities except the necessary expenses of keeping a watchman on the property, clerk and stenographer's expenses, salary of Receiver and his attorney, court costs, office expenses and interest. At the present date, your Receiver has not been able to prepare a complete detailed statement of said expenses, but will ask leave to file the same as soon as they can be made up, as a supplement hereto.

### X.

Vouchers for all disbursements are herewith left

(Testimony of Nathaniel Green.)

in the hands of the clerk, to be filed or delivered to the master hereinafter prayed to be appointed, as the Court may decide. Said vouchers are so marked that a reference can at once be made therefrom to the corresponding entry on the Cash Book page, which paging is also shown in Exhibit "G."

In the preparation of this report, your Receiver has been compelled to employ a clerk and stenographers and incur the necessary expense therefor, a detailed statement of which will be filled in a few days.

In conclusion, your Receiver prays that a master be appointed to examine and pass upon his accounts; that the same be by the Court approved; that the Court order the costs of administration paid out of the first moneys coming into your Receiver's hands, and for such other and further orders as to the Court may seem proper in the premises.

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J. H. COBB,  
Attorney.

United States of America,  
District of Alaska,—ss.

F. D. Nowell, the above-named Receiver, being first duly sworn, deposes and says, I have examined the above and foregoing report, and believe the same to be a full, true and accurate statement of the matters and things therein set forth.

F. D. NOWELL.

(Testimony of Nathaniel Green.)

Subscribed and sworn to before me this the 10th day of February, 1906.

[Seal]

J. H. COBB,

Notary Public in and for Alaska.

[Endorsed]: Original. No. 603. In the District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining and Milling Co. et al., Defendants. Report of F. D. Nowell, Receiver. Filed Feb. 10, 1906. C. C. Page, Clerk. By D. C. Abrams, Deputy. J. H. Cobb, Attorney for Receiver Office, Juneau, Alaska.

COURT.—I might suggest to counsel that these different issues of certificates are based upon some authority, and that it might be well to take up that authority. That might obviate the necessity for going into the defects, if any, and go into the facts in relation to the authority to issue the certificates. So that it seems to me that it will not be necessary to consider each certificate but only the authority to issue the different issues of certificates.

Mr. SHACKLEFORD.—That statement is quite right, provided the Court still retains the right to consider each one and we have a right to object to it.

COURT.—You are not going to lose that right until the case is finally closed.

Mr. BARNHILL.—If the Court please, Mr. Green informs me that for some time the books of the Receiver were in the hands of the Court and that there were some claims accumulated during that time which are not entered upon the books. He also says



(Testimony of Nathaniel Green.)

that he has the claims and that he made a report to the Court in detail specifying all of the indebtedness not paid by the receiver and included in the final report.

COURT.—Very well.

Mr. COBB.—I think it would expedite matters by adjourning at this time.

COURT.—Very well. Court will take a recess until ten o'clock to-morrow morning.

April 13, 1907.

Court convened pursuant to adjournment at 10 A. M. and all parties being present as heretofore the following proceedings were had and testimony taken:

Mr. BARNHILL.—I will recall Mr. Green.

NATHANIAL GREEN, a witness heretofore called and sworn on behalf of the receiver upon being recalled testified as follows:

Direct Examination.

Mr. BARNHILL.—If the Court please yesterday I stated that the third issue of certificates did not appear on the books.

Q. Mr. Green, have you the journal of the receiver kept in the regular course of business as book-keeper for the receiver?      A. I have.

Q. Does that show the third series of certificates which were issued under the order of the Court and termed third series?      A. Yes, sir.

Q. What page?

A. Two hundred forty-five.

(Testimony of Nathaniel Green.)

Q. That shows the complete issue of the third series?      A. Yes, sir.

Mr. BARNHILL.—If the Court please I only care for the one page.

COURT.—Let me suggest if there is any reason why it should not be copied.

Mr. SHACKLEFORD.—I think the page is already in the receiver's report on page 194.

COURT.—Could not that page be offered and copied afterwards?

Mr. BARNHILL.—If the Court please, I will offer in evidence page 194 of the report of the receiver filed February 10, 1906, and ask that it be marked as Receiver's Exhibit No. 66.

Mr. SHACKLEFORD.—The International Trust Company object to the same for the reason that the same is irrelevant and immaterial and for the reason that it is not binding upon the Trust Company in the matters and things therein set forth because the certificates therein set forth were all issued prior to the time the International Trust Company was made a party to the action. That they were issued ex parte without authority of law and for the reason that it appears from the face of the same that the Court had no authority to authorize the receiver to issue the certificates indicated in the various reports. The International Trust Company further object for the reason that it appears the certificates last indicated to have been issued from the stub-book of the receiver and from the page last mentioned known as the issu-

(Testimony of Nathaniel Green.)

ance of the receiver's certificates of the third series. And for the further reason that it shows that the said certificates were issued for the purpose of operating and speculating upon a mining claim in the hands of the receiver. The International Trust Company reserves the right to enter any such further objections hereafter as may be necessary and proper upon a detailed investigation of the certificates.

Mr. BURTON.—To make it clear may it be orally stipulated between Mr. Barnhill and the Intervenors that the Intervenors may have the right to make a general objection to any matter of this nature before the close of the trial.

COURT.—Very well, the record may show that. The objection will be overruled.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 66:)

**Receiver's Exhibit No. 66 [Page 194 of Report of Feb. 10, 1906].**

Apr. 13, '07. Receiver's Exh. 66. C. C. P., Clerk.  
RECEIVER'S CERTIFICATES—THIRD ISSUE.

1905.		Original Amount.
Jan. 30	Joseph MacDonald. Cert.	1 2000.00 R
Jan. 30	Cert.	2 2000.00 R
Jan. 30	Cert.	3 2000.00 R
Jan. 30	Cert.	4 2000.00 R
Jan. 30	Cert.	5 2000.00 R
Jan. 30	Cert.	6 2000.00 R
Jan. 30	Cert.	7 2000.00 R

(Testimony of Nathaniel Green.)

Jan. 30	Cert.	8	2000.00	R
Jan. 30	Cert.	9	2000.00	R
Jan. 30	Cert.	10	2000.00	R
Jan. 30	Cert.	11	2000.00	R
Jan. 30	Cert.	12	2000.00	R
Jan. 30	Cert.	13	2000.00	R
Jan. 30	Cert.	14	2000.00	R
Jan. 30	Cert.	15	1861.99	R
July 14	Cert.	16	3765.25	R

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33627.24

Mr. BARNHILL.—I hand you the final report of Receiver Nowell, filed October 11, 1906, and ask if that is a summary and recapitulation and is an exact transcript of the books kept by you for the receiver in the regular course of business?

A. It is a recapitulation of the books in part and the claims which were not on the books.

Q. Why were they not put on the books?

A. The system was to blame for that. Judge Brown wanted the books and these claims were held simply waiting to be reported to the court.

Q. Where were the books?

A. In Nowell's office, in the receiver's office.

Q. Were the books in the custody of the Court?

A. Later they were.

Q. Were the books in the custody of the Court during the time the claims were brought in?

A. Only a portion of the time.

Q. That statement you have in your hand is a correct statement of the outstanding indebtedness

(Testimony of Nathaniel Green.)

of the receiver as receiver as appears upon the books kept in the regular course of business?

A. Yes, sir.

Mr. BARNHILL.—I will state that if there is any objection to this recapitulation and general summary they can have access to the books or I will introduce the books in evidence.

COURT.—The books are the Receiver's books?

Mr. BARNHILL.—We have the books of the Receiver. They are in the old company's books. They are long and complicated and include many items covering a number of years.

COURT.—Let it be understood that in relation to these accounts that the books are semi-public at least and may be produced at the call of any of the parties at any time for the purpose of proving anything they may object to.

Mr. BOYCE.—I will ask if that extends to us also.

Mr. BARNHILL.—Yes.

Mr. SHACKLEFORD.—The International Trust Company object on the ground that it is irrelevant and immaterial and not the best evidence. I do not want to hamper the receiver in proving his account but it appears that this is simply a statement of something that appears upon the books. For instance here is receiver's salary unpaid up to the time of this report last year amounting to \$45,291.60. We object to the allowance of the salary and it is the intention of the parties to file objections to various portions of the same.

(Testimony of Nathaniel Green.)

COURT.—What do you want done? Do you want the original entries produced here in this matter?

Mr. SHACKLEFORD.—We have no objection to the introduction of the report for the purpose of showing what is claimed by the various parties, but we do object if it is introduced for any other purpose. If they are introduced to show the final condition of the books we will have to insist on the filing of the claims with the regular report.

COURT.—I don't suppose it is offered for any other purpose than as being a correct statement of the claims of the receiver.

Mr. BARNHILL.—That is all.

Mr. SHACKLEFORD.—Object on the ground that it is not binding upon the International Trust Company in that the services reported in the claims have almost entirely been rendered prior to the time the Trust Company was made a party to the action. That it was not authorized by law for the Court to continue the receiver over the period of time covered by said accounts and that it appears upon the face of the said account that the same are extravagant and not justified by the contingency of the receivership at the time or at any time.

COURT.—Objection overruled with the distinct understanding that the Court does not accept the statement of the report as proof of the reasonableness of the accounts but simply as a statement of the claims as shown to the Court.

(Testimony of Nathaniel Green.)

Mr. BARNHILL.—If there is any objection I can introduce the books.

COURT.—The Court will not insist upon you going into it specifically, but when there is an objection made then the proof must be made specific.

Mr. BARNHILL.—I will now offer pages from four to ten inclusive, of the final report of F. D. Nowell, Receiver, filed in this case on October 11, 1906.

COURT.—With the understanding that the items are not covered by the certificates.

Mr. BARNHILL.—Covering all the items not covered by the certificates.

COURT.—Outside items of indebtedness not covered by the certificates. The objection will be overruled.

Mr. SHACKLEFORD.—Counsel for the Trust Company reserves the right to enter such specific objections as may be necessary upon a full examination of the various accounts before the case closes.

Mr. BARNHILL.—I ask that those pages be marked as filed by the Receiver Exhibit No. 67.

COURT.—It may be so marked.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 67:)

**Receiver's Exhibit No. 67 [Recapitulation of Claims].**

Filed Apr. 13, '07. Receiver's Exh. 67. C. C. P., Clerk.

## (Testimony of Nathaniel Green.)

## RECAPITULATION OF CLAIMS.

## Detail of Outstanding Claims:

Receiver's Salary, F. D. Nowell,

Approved by Court Aug. 20/03, to Oct. 12/03...30,333.32

Approved by Court May 31/04, to May 12/04... 2,916.62

Entered on Receiver's Books .....33,249.94

Report to Court, May 31, 1905

May 12/04 to May 12/05 ..... 5,000.00

Report to Court, June 30, 1905

May 12/05 to June 12/05..... 416.66

Report to Court, March, 1906

June 12/05 to Mch. 12/06..... 3,750.00

Report to Court, Oct. 9, 1906

Mch. 12/06 to Oct. 9/06..... 2,875.00

45,291.60

W. E. Nowell,

Salary, Nov 1/01/ to Nov. 1/02, Approved by

Court, Aug. 20/03 ..... 3,000.00

Entered on Receiver's Books .....

3,000.00

T. H. George,

Salary, Sept. 1, 1903, Approved by Court,

Aug. 20/03 ..... 3,166.61

Salary, Dec. 1, 1905 to May 31, 1904, Ap-

proved by Court, May 31/04..... 1,500.00

Entered on Receiver's Books ..... 4,666.61

May 31/04 to Dec. 31/04..... 950.00

Jan. 1/05 to May 31/05,

Reported to Court may 31/05..... 250.00

5,866.61

J. H. Cobb,

Salary, Sept. 21/03 to May 21/04

Approved by Court May 31/04..... 1,000.00

(Above entered on Receiver's Books.)

Salary, May 21/04 to May 21/05, Reported to

Court, May 31/05 ..... 1,500.00

May 21/05 to June 21/05, Reported to

Court, June 30/05 ..... 125.00

June 21/05 to Mch. 21/06, Reported to

Court, Mch., 1906 ..... 1,125.00

Mch. 21/06 to Oct. 9/06, Reported to Court

Oct. 9/06 ..... 825.00

4,575.00

58,733.21



*The International Trust Company et al.* 1257

(Testimony of Nathaniel Green.)

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	Forward.....		58,733.21
San Francisco Accounts:			
	Yates & Co. Appr'd by Ct. Aug. 20/03.....	111.29	
	Wheaton, Breon & Co. Appr'd by Ct. Aug. 20/03	526.33	
	Jushanan Cane Co. Appr'd by Ct. Aug. 20/03..	69.94	
	Brooks Folles Co. Appr'd by Ct. Aug. 20/03....	1.27	
	Dunham, Carrigan & Hayden Appr'd by Ct. Aug. 20/03 .....	8.25	717.08
			<hr/>
All above entered on Receiver's Books.			
F. D. Nowell, Travelling Expense:			
	Amount allowed by Court Aug. 20/03...3500.00		
	Less amount paid by Cert. 177.....1405.11	2,094.89	2,094.89
			<hr/>
Entered on Receiver's Books.			
Nowell Bros., Store Account:			
	Approved by Court Aug. 20/03.....	202.55	
	Approved by Court May 31/04.....	99.05	
			<hr/>
	Entered on receiver's books.....	301.60	
	Report to Court May 31/05.....	80.55	382.15
			<hr/>
Westenhouse Electric Co.			
	Account approved by Ct. Aug. 20/03.....		525.00
Entered on Receiver's Books.			
State of Maine.			
	Corporation Tax Appr'd by Ct. Aug. 20/03....	900.00	
Above entered on Receiver's Books.			
	Reported to Court Meh., 1906.....	1,350.00	2,250.00
			<hr/>
Alaska Meat Co.			
	Account appr'd by Ct. May 31/04.....	153.12	
	a/c ck. 145.42		
	a/c 7.70		
			<hr/>
Above entered on Receiver's Books.			
	Account Rept. To Court Meh., 1906.....	15.14	
	Account Rept. To Court Oct. 9, 1906.....	6.90	175.16
			<hr/>
			64,877.49

## (Testimony of Nathaniel Green.)

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	Forward.....		64,877.49
Walter Burch, Watchman,			
Wages, Appr'd by Ct. May 31/04.....	195.10		
Less Str. Fare paid for Mrs. Burch.....	6.00	189.10	
Above entered on Receiver's Books.			
Wages, Jan., 1905 to April, 1905.			
Reported to Court May 31/1905.....		170.00	
Pay to J. F. Escherly.....	5.50		
Pay to Jno. Olds.....	121.60		
	127.10	359.10	
Less amount paid W. Burch.....	207.75		
Less amount Juneau S. S. Co. Bills....	24.25	232.00	127.10
Nathanael Greene.			
Salary, April and May, 1904.			
Approved by Court May 31/04.....	200.00	200.00	
Above entered on Receiver's Books.			
Salary, May 31/04 to May 31/05.			
Report to Court May 31/05.....	1,200.00		1,450.00
Services, Sept. and Oct., 1906.			
Report to Court Oct. 9/06.....	50.00		
Office Rent, F. D. Nowell.			
Rent Oct. 1/03 to May 31/04			
Appr'd by Court May 31/04.....	400.00		
Above entered on Receiver's Books.			
Rent May 31/04 to May 31/05.			
Report to Court May 31/05.....	600.00		
Rent May 31/05 to June 30/05			
Report to Court June 30/05.....	50.00		
Rent June 30/05 to Meh. 31/06			
Report to Court Meh., 1906.....	450.00		1,500.00
Juneau S. S. Co.,			
Account, Appr'd by Ct. May 31/04.....	61.95		
Above entered on Receiver's Books.			
Account, Reported to Ct. May 31/05.....	128.55		
Account, Reported to Ct. Meh. 1906.....	44.50		
Account, Reported to Ct. Oct. 9/06.....	24.00		
	4.75		
	16.00		279.75
			68,234.34

(Testimony of Nathaniel Green.)

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	Forward.....	68,234.34
Fred Hanilla .....		9.50
Account, Appr'd by Ct. May 31/04.....	9.50	
Above entered on Receiver's Books.		
Alaska Elec. Light & Power Co.		
Account, Approved by Ct. May 31/04.....	6.00	
Above entered on Receiver's Books.		
Account, Reported to Ct. May 31/05.....	24.00	
Account, Reported to Ct. June 30/05.....	2.00	
Account, Reported to Ct. Meh., 1906.....	18.00	50.00
	<hr/>	
R. P. Nelson.		
Account, Approved by Court May 31/04.....	13.50	
Above entered on Receiver's Books.		
Account, Reported to Court May 31/05.....	4.10	
Account, Reported to Court Meh., 1906.....	13.95	31.55
	<hr/>	
J. J. Clarke, assigned to T. H. George.		
Account, Approved by Court May 31/04.....	9.70	9.70
Above entered upon Receiver's Books.		
C. W. Young.		
Account, Approved by Court May 31/04.....	11.50	11.50
Above entered upon Receiver's Books.		
J. P. Jorgenson Co.		
Account, Approved by Court May 31/04.....	8.95	
Above entered upon Receiver's Books.		
Account, Reported to Court May 31/05.....	3.50	12.45
	<hr/>	
		68,359.04

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B. M. Behrends Co.,		
Pay to F. D. Nowell as this was paid by him.		
Account, Approved by Court May 31/04.....	22.49	
Above entered upon Receiver's Books.		
Account, Reported to Court May 31/05 .....	7.10	29.59
	<hr/>	
Shattuck & Co.,		
Account, Reported to Court May 31/04.....	48.00	48.00
St. Anne's Hospital,		
Hospital Fees Employees, 1903.		
Reported to Court May 31/05 .....	84.00	84.00
Bates Shattuck,		
Account, Reported to Court May 31/05.....	80.00	80.00
George Nowell, Watchman,		
Wages, June 1/04 to May 31/05		
Reported to Court May 31/05.....	720.00	

## (Testimony of Nathaniel Green.)

Wages June 1/05 to June 30/05		
Reported to Court June 30/05.....	60.00	
Wages Mch. 28/04 to June 1/04		
Reported to Court Mch., 1906.....	675.00	
Wages Mch. 31/06 to Oct. 9/06,		
Reported to Court Oct., 1906.....	472.50	
		<u>2053.50</u>
Less steamer fares .....	32.00	
Less Cash paid him .....	360.00	
Less Ross, Higgins & Co., underclothes & over-		
alls .....	6.00	398.00
		<u>1,655.50</u>
		70,256.13
		D
Forward.....		70,256.13
Dispatch Pub. Co.,		
Account, Reported to Court June 30/05.....	122.00	
Account Reported to Court Oct. 9/06.....	7.00	129.00
John Hanilla, Watchman,		
Wages, Dec. 7/05 to Mch. 31/06 @ \$60.....	228.00	228.00
Reported to Court Mch. 31/06.....		
P. Cannon,		
7 1/2 days labor a \$2.00.....	15.00	15.00
Reported to Court March 31/06		
Coal from wharf taken on payment		
A. Jackson, Pay to Nowell Bros.,		
Labor on wharf.....	6.00	6.00
Reported to Court March 31/06		
H. H. Folsom, Recording,		
Account, Reported to Ct. Mch. 31/06.....	50.95	50.95
W. M. Payson, Representative Portland, Me.		
Account, Reported to Court Mch. 31/06.....	648.50	648.50
F. D. Nowell, Cash advanced a/c		
Paid Shattuck & Co., account.....	10.00	
Reported to Court March, 1906		
Paid Fuel account Rept. to Ct. Mch. 06.....	6.50	
Paid Court Fees Rept. to Ct. June 30/05.....	5.00	
Paid J. F. Escherly account.....	.90	
Rept. to Ct. Mch. 06		
Paid Loss on Exchge. Typewriter.....	20.00	
Rept to Ct. Mch. 06		
Paid Telegram to Ct. Mch. 06.....	2.75	
Paid C. W. Young Co. Ct. Oct. 9/06... ..	1.50	46.65
		<u>71,380.23</u>

(Testimony of Nathaniel Green.)

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Forward.....		71,380.23
Geo. M. Nowell, Boston, Serving Notices, etc., Boston.....	100.00	100.00
Reported to Court Mch. 1906		
Ross, Higgins & Co., Account, Reported to Court Oct. 9/06.....	22.00	22.00
Jos. MacDonald, Payable to Nowell Bros. Board of Watchman at Mine Sept., Oct., Nov., and Dec., 1904.....	124.35	124.35
Jno. Richard, Board of Watchman Ken Mine, 1904.....	167.00	167.00
Reported to Court May 31, 1905 For this there is a contra a/c against J. Richard for powder belonging to company used by him		
		71,793.58

Mr. BARNHILL.—If the Court please I ask permission to withdraw Mr. Green and call Mr. Malony for a few questions.

COURT.—Very well.

**[Testimony of J. F. Malony.]**

J. F. MALONY, a witness called on behalf of the receiver having been first duly sworn, testified as follows:

**Direct Examination.**

(By Mr. BARNHILL.)

Q. Please state your name and residence?

A. J. F. Malony, Juneau, Alaska.

Q. What is your occupation?

A. Attorney at law.

Q. How long have you been practicing in Juneau, Alaska.

A. Twenty-two years.

Q. Were you in Juneau in 1898, practicing law?

A. I was.

(Testimony of J. F. Malony.)

Q. I hand you Receiver's Exhibit No. 12 and ask you if you ever saw that before? A. I have.

Q. Mr. Malony, were you the attorney for any of the parties in this action in the year 1898?

A. Yes, sir, I was.

Q. Which parties?

A. I was attorney for the companies at the time and also—

Q. The four corporations?

A. Yes, sir, and also associated as attorney for Mr. Nowell as receiver.

Q. This is a petition to Judge Johnson?

A. Yes, sir.

Q. Was that ever in your possession?

A. It was.

Q. How did it come into your possession?

A. It came from Mr. Fred Nowell.

Q. What did you do with it?

A. I presented it to Judge Johnson together with other papers which were afterwards withdrawn when a compromise was made.

Mr. SHACKLEFORD.—Move to strike out the answer as incompetent, irrelevant and immaterial. They were withdrawn from the files. Also as not responsive to the question.

COURT.—What is the purpose?

Mr. BARNHILL.—To show that these petitions were filed and also to meet the statement made that they were not filed.

COURT.—What is the purpose of the evidence?

(Testimony of J. F. Malony.)

Mr. BARNHILL.—To show that this petition of the majority of the holders of the outstanding indebtedness of the company asked that Mr. Nowell be appointed and that they were filed in the case and it appears from the books that they were exhibited to Judge Johnson.

COURT.—Overruled.

Q. Why was it not left on file?

A. The matter was compromised before the hearing came on and the agreement was that we would withdraw everything that had been filed and turn them over to Judge Johnson for inspection and among them was this petition.

Q. I now hand you Receiver's Exhibit No. 13 and ask you if you ever saw that before?

A. Yes, sir.

Q. Did you ever have that in your possession?

A. Yes, sir.

Q. Why did you have it in your possession?

A. For the purpose of securing the appointment of Mr. Nowell.

Q. What did you do with it while you had it in your possession?

A. Submitted it to Judge Johnson.

Mr. SHACKLEFORD.—We make the same objection as before and move to strike as before.

COURT.—Overruled.

Q. Why was that petition not filed?

A. For the same reason that the matter was compromised and withdrawn.

(Testimony of J. F. Malony.)

Q. I ask you to examine Exhibit No. 14 and ask if you ever had that in your possession in your professional capacity in the year 1898?

A. Yes, sir.

Q. Why was it in your possession at that date?

A. It was turned over to me by Mr. Nowell for the purpose of getting him appointed as receiver. Also the removal of Mr. Cassel.

Q. What did you do with it?

A. I presented it to Judge Johnson.

Q. Why was it not filed?

A. The matter was compromised before the hearing and the papers withdrawn from the Judge's files.

Mr. SHACKLEFORD.—I move to strike the testimony of the witness.

COURT.—Motion denied.

Q. I will ask you to examine Receiver's Exhibit No. 15 and state whether it was ever in your possession, in your professional capacity in the year 1898?

A. It was.

Q. Why was it in your possession?

A. For the purpose of having Mr. Nowell appointed receiver and having Mr. Cassel removed.

Q. What did you do with it?

A. Submitted it to Judge Johnson.

Q. Why was it not filed?

A. For the reason that the matter was compromised before the hearing came on.

Mr. BARNHILL.—You may cross-examine.



(Testimony of J. F. Malony.)

Cross-examination.

Q. (By Mr. SHACKLEFORD.) You mean that Mr. Nowell started to demand and procure Mr. Cassel's removal by adverse proceedings?

A. Yes, sir.

Q. And before Mr. Cassel was removed you and Mr. Nowell had started to bring charges against him?

A. No, there were some affidavits which reflected against him one of them was from Mr. Joe Teal of Portland who was assisting him and the matter was compromised.

Q. Who was that?

A. Joe Teal of Portland.

Q. Certain threats were made?

A. There was some affidavits filed.

Q. And a part of the agreement was that those affidavits should be withdrawn? A. Yes, sir.

Q. They were filed?

A. Not these, some affidavits and the ones which reflected seriously upon Mr. Cassel were withdrawn.

Q. Those papers which you have there were never filed.

A. No, they were in the possession of the Judge but not filed if I recall. I have not looked at the books.

Q. Mr. Nowell was here when Cassel was appointed? A. Yes, sir.

Q. He brought those papers here with him?

A. No, Mr. Nowell got here when I got here along about the first of February.

(Testimony of J. F. Malony.)

Q. You were absent when Mr. Cassel was appointed?      A. I was absent.

Q. And Mr. Nowell was here?

A. Mr. Fred Nowell?

Q. Mr. Thomas Nowell?

A. I don't know how long he had been back.

Q. As soon as you returned you started proceedings to remove Mr. Cassel?      A. At once.

Q. How much did Mr. Nowell pay Mr. Cassel in order to get him to resign?

Mr. COBB.—Objected to as not proper cross-examination.

A. I don't know that he paid him anything.

Q. You don't know?

A. Except as wages and allowance and I think that was for the time he was in office.

Q. By the Court?

A. Really I could not say. Mr. Cassel was paid some wages which were due him. It was paid.

Q. Was it arranged between yourself, Teal and the Nowells that he was to be removed?

A. It was agreed that we would withdraw the affidavits which reflected upon him.

Q. And he did receive a certain amount of money?

A. He received what was coming to him as I recall it.

Q. By order of the Court.

A. If it was an order of the Court it would appear on the files. I think it does.

(Testimony of Nathaniel Green.)

That is all.

Mr. BARNHILL.—I will now recall Mr. Green.

**[Testimony of Nathaniel Green.]**

NATHANIAL GREEN, a witness heretofore called on behalf of the receiver being recalled for further direct examination testified as follows:

Further Direct Examination.

Q. (By Mr. BARNHILL.) The schedule which you last introduced in evidence showing the outstanding indebtedness of the receiver of the certificates, does that show the cost of obtaining patents for those claims? A. It does not.

Q. Does the schedule which you prepared as bookkeeper and filed as the report of the receiver show a list of all the receiver's indebtedness and the interest on the receiver's certificates?

A. It does not. The report shows an estimate of the interest.

Mr. BARNHILL.—On account of this account being so long and extending over a number of years and for the further purpose of showing what the receiver has done from time to time with the money which they claim he got of the bondholders, and the International Trust Co., I intend to offer all of the receiver's reports and orders approving such as were approved in evidence and counsel for the defense, under the theory indicated can at all times have free access to the books.

Mr. SHACKLEFORD.—You offer them in evidence?

(Testimony of Nathaniel Green.)

Mr. BOYCE.—Counsel probably means such as have been approved. I assume he simply means what the record discloses.

Mr. BARNHILL.—I simply offer the record for what they are worth. Before I do that I think I omitted something.

Q. Are you familiar with the handwriting of Mr. F. D. Nowell?      A. I am.

Q. Is that certificate—kindly look over from one to eight and state whether or not they are in the handwriting of Mr. Fred D. Nowell?

A. They are all in his handwriting from one to eight.

Q. What are they Mr. Green?

A. Receiver's certificates of the Northern Belle Gold Mining Company and the Seward Gold Mining Company.

Q. Do you know the amount offhand without taking the time to consider them?

A. Between \$7500 and \$8000.

Q. Does it state the date of the order under which the certificates were issued?

A. Yes, sir. September 23, 1898.

Mr. BARNHILL.—I now offer these certificates from one to eight inclusive, the certificate with the stub—returned and canceled.

COURT.—What is the purpose?

Mr. BARNHILL.—For the purpose of showing that these certificates were issued to Thomas S. Nowell and were afterwards returned and cancelled as testified to by Mr. Thomas S. Nowell.

(Testimony of Nathaniel Green.)

Mr. SHACKLEFORD.—The International Trust Company object to the same for the reason that they are incompetent, irrelevant and immaterial and not binding upon the International Trust Company and in no way tending to support the issues under the receiver's and intervenor's answer or the allegations therein, and for the reason that the Court has no authority to appoint a receiver herein or permit the issuance of receiver's certificates for the purpose of developing a supposed mine or for entering any of the orders heretofore introduced and for the further reason that the order authorizing the same was made ex parte and the applications upon which the orders were based were not properly verified and that the International Trust Company was not cited to appear and not made a party to the action at the time the same were authorized. For the further reason that they are incompetent, irrelevant and immaterial because they have all been retired and paid as appears upon the face of the books.

COURT.—Overruled.

Mr. BARNHILL.—I now offer certificate No. 1, dated October 10, 1898, together with its stub as Receiver's Exhibit No. 68.

COURT.—It may be admitted.

(Whereupon the following was received and marked as Receiver's Exhibit No. 68:)

**Receiver's Exhibit No. 68 [Certificate No. 1].**

Apr. 13, 1907. Recrs. Exhibit 68. A. W. Fox  
Dep. Clerk.

(Testimony of Nathaniel Green.)

Northern Belle Gold Mfg. Co. No. of Certificate, 1. Issued for \$10,000.00. To whom, Thomas S. Nowell, Presct. Date, Oct. 10th, 1898. Remarks, Delivered to Thomas S. Nowell, Presct., to be negotiated and proceeds placed to the credit of F. D. Nowell, Recr. or returned to him.

No. 1

\$10,000.00

### RECEIVER'S CERTIFICATE.

Juneau, Alaska, October 10th, 1898.

Received of Thomas S. Nowell President the sum of Ten Thousand & No/100 dollars, to be repaid to the said Thomas S. Nowell, President, or his order, with six per cent. interest per annum thereon, within twelve months from the date hereof, out of the funds of the Northern Belle Gold Mining Company, and this Certificate is a first lien upon all the property of the said Company in the hands of the Receiver, as shown by the order of the United States District Court for the District of Alaska, made and entered September 23d, 1898.

FRED'K D. NOWELL,

Receiver.

(Written across the face of the same:) "The payment of this certificate is hereby extended for one year to Oct. 10, 1900. Cancelled and certificate 102 issued in lieu."

[Endorsed on the back of the above certificate:]

~~"Thomas S. Nowell, President.~~

(Testimony of Nathaniel Green.)

No. 603

September 23d, 1898.

DECKER BROS.

vs.

BERNER'S BAY MINING & MILLING CO. et al.

[**Certified Copy of Order Permitting Receiver to Borrow Money, etc.**]

This day came on to be heard the Petition of the Receiver, F. D. Nowell, for leave to borrow money upon Receiver's Certificates, for the purpose of developing and preserving the properties of the defendants, the Northern Belle Gold Mining Company and the Seward Gold Mining Company. And the plaintiffs and defendants having all entered their appearance to said motion and consented that same be now heard, and the defendants also stipulating that said petition be granted; and because it is the opinion of the Court upon the showing made that the security of the creditors of said Companies will be increased, by permitting the Receiver to borrow money and perform the work specified and that the indebtedness of said Companies can thereby be more speedily liquidated; and because the Court is further of the opinion that unless the Receiver is so authorized to borrow money for the purpose of preserving said properties, as a business enterprise, there is great danger of a sacrifice of the assets of said Companies, and a consequent loss to the stockholders; and because the Court is further of the opinion that it is for the best interest of all parties interested in this

(Testimony of Nathaniel Green.)

litigation, that said work and development be had, and the properties and assets of said Companies be preserved and kept as a going business enterprise, it is ordered that said petition be granted.

It is therefore considered by the Court and so ordered, adjudged and decreed, that said Receiver, F. D. Nowell, be, and he is hereby authorized to borrow, in such sum as he may be able to negotiate for, the aggregate sum of Thirty-seven Thousand Five Hundred Dollars (\$37,500.00) for the defendant, the Northern Belle Gold Mining Company, and a like amount for the defendant, The Seward Gold Mining Company; provided he can negotiate a loan of a sufficient amount to do the development work contemplated; and for the money so borrowed he shall issue his certificate as receiver of the particular Company for which it is borrowed, said certificates bearing not to exceed Ten per cent interest from date until paid; and said certificates, when so issued are hereby declared to be a first lien, after payment of the Receiver's current expenses, upon the income and corpus of the properties of each of said Companies respectively in the hands of the Receiver; and the said Receiver is hereby directed to redeem the same out of the income of said companies respectively, as soon as there are sufficient funds in his hands from such income; and if the income from said property is not sufficient to pay off and redeem the said certificates within twelve months from the date of their issuance and negotiation, then out of the corpus of the property of the said Companies respectively in his hands as Re-



(Testimony of Nathaniel Green.)

ceiver; and the Receiver shall then make application to this Court for the necessary orders to raise said money out of said property.

The certificates herein provided for shall be in the following form to wit:

RECEIVER'S CERTIFICATE.

\$——

Juneau, Alaska, \_\_\_\_\_, 1898.

Received of \_\_\_\_\_ the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars, to be repaid to the said \_\_\_\_\_  
\_\_\_\_\_ or his order with — per cent interest per  
annum thereon, within twelve months from the date  
hereof, out of the funds of the (here specify the  
name of the company for which borrowed); and this  
certificate is a first lien upon all the property of the  
said Company in the hands of the Receiver, as shown  
by the order of the United States District Court for  
the District of Alaska, made and entered September  
23d, 1898.

—and shall be signed by said F. D. Nowell, as Receiver of the said Companies, respectively.

CHAS. S. JOHNSON,  
U. S. District Judge.

United States,  
District of Alaska,—ss.

I, Albert D. Elliott, Clerk of the United States District Court for the District of Alaska, do hereby certify that the foregoing is a full, true and correct copy of original order in aforesaid cause, as fully as the same appears of record and on file at my office

(Testimony of Nathaniel Green.)

and in my custody. In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Sitka, in said District, this 23d day of September, A. D. 1898.

[Seal]

ALBERT D. ELLIOTT,

Clerk.

Mr. BARNHILL.—I will now offer Receiver's Certificate No. 2 for \$10,000.00, dated October 10, 1898, together with its stub and ask that it be marked as Receiver's Exhibit No. 69.

Mr. SHACKLEFORD.—We urge the same objection as before.

COURT.—Overruled. It may be admitted.

(Whereupon the following was offered and marked as Receiver's Certificate No. 69:)

**Receiver's Exhibit No. 69 [Certificate No. 2].**

April 13, 1907. Recrs. Exhibit 69. A. W. Fox, Dep. Clerk.

Northern Belle Gold Mining Co. No. of Certificate 2. Issued for \$10,000.00. To whom Thomas S. Nowell, Prest. Date, Oct. 10th, 1898. Remarks, Delivered to Thomas S. Nowell, Prest., to be negotiated and proceeds placed to the credit of F. D. Nowell Recr. or returned to him.

No. 2

\$10,000.00

**RECEIVER'S CERTIFICATE.**

Juneau, Alaska, October 10th, 1898.

Received of Thomas S. Nowell, President, the sum of Ten Thousand & no/100 Dollars, to be repaid to the said Thomas S. Nowell, President, or his order,

(Testimony of Nathaniel Green.)

with ————— per cent interest per annum thereon, within, twelve months from the date hereof, out of the funds of the Northern Belle Gold Mining Company, and this Certificate is a first lien upon all the property of the said Company in the hands of the receiver, as shown by the order of the United States District Court for the District of Alaska, made and entered September 23d, 1898.

~~Fredk. D. Nowell,~~

Receiver.

(Written across the face of the above:) The payment of this certificate is hereby extended for one year to Oct. 10, 1900. Cancelled and certificates 104 & 105 issued in lieu.

(The endorsement on the back of the above certificate is in the same words and figures as contained on the back of Receiver's Exhibit No. 68.)

Mr. BARNHILL.—I now ask that Receiver's certificate No. 3 for \$10,000.00, dated October 10, 1898, together with its stub be marked as Receiver's Exhibit No. 70.

Mr. SHACKLEFORD.—We urge the same objection as stated to the foregoing certificates.

COURT.—Objection overruled. It may be admitted and so marked.

(Whereupon the following was offered and marked Receiver's Exhibit No. 70:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 70 [Certificate No. 3].**

Apr. 13, 1907. Recrs. Exhibit 70. A. W. Fox  
Dep. Clerk.

Northern Belle Gold Mining Co. No. of Certificate  
3. Issued for \$10,000.00. To Whom, Thomas S.  
Nowell, Prest. Date, Oct. 10th, 1898. Remarks,  
Delivered to Thomas S. Nowell, Prest. to be nego-  
tiated and proceeds placed to the credit of F. D. No-  
well, Recr. or returned to him.

No. 3

\$10,000.00

**RECEIVER'S CERTIFICATE.**

Juneau, Alaska, Oct. 10th, 1898.

Received of Thomas S. Nowell, President, the sum  
of Ten Thousand & No/100 Dollars, to be repaid  
to the said Thomas S. Nowell, President, or his or-  
der, with ————— per cent interest per annum there-  
on with twelve months from the date thereof, out of  
the funds of the Northern Belle Gold Mining Com-  
pany, and this Certificate is a first lien upon all  
the property of the said Company in the hands of  
the Receiver, as shown by the order of the United  
States District Court for the District of Alaska,  
made and entered September 23d, 1898.

~~Fredk. D. Nowell,~~

Receiver.

(Written across the face of the above:) The pay-  
ment of this certificate is hereby extended for one  
year to Oct. 10, 1900.

(The endorsement on the back of the above certifi-  
cate is in the same words and figures as contained on  
the back of Receiver's Exhibit No. 68.)

(Testimony of Nathaniel Green.)

Mr. BARNHILL.—I now ask that Receiver's Certificate No. 4, for \$7,500, dated October 10, 1898, and issued under the order of September 23, 1898, be marked Receiver's Exhibit No. 71. Together with its stub.

Mr. SHACKLEFORD.—The same objection as before stated.

COURT.—Overruled. It may be admitted and marked.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 71:)

**Receiver's Exhibit No. 71 [Certificate No. 4].**

April 13, 1907. Receivers Exhibit 71. A. W. Fox, Dep. Clerk.

Northern Belle Gold Mining Co. No. Certificate, 4. Issued for \$7500.00. To Whom, Thomas S. Nowell, Prest. Date, Oct. 10th, 1898. Remarks, Delivered to Thomas S. Nowell, Prest. to be negotiated and proceeds placed to the credit of F. D. Nowell Recr. or returned to him.

No. 4. \$7500.00

**RECEIVER'S CERTIFICATE.**

Juneau, Alaska, Oct. 10th, 1898.

Received of Thomas S. Nowell, President, the sum of Seven thousand five hundred & No/100 Dollars, to be repaid to the said Thomas S. Nowell, President, or his order, with — per cent. interest per annum thereon, within twelve months from the date hereof, out of the funds of the Northern Belle Gold Mining Company, and this Certificate is a first lien upon all

(Testimony of Nathaniel Green.)

the property of the said Company in the hands of the Receiver, as shown by the order of the United States District Court for the District of Alaska, made and entered September 23d, 1898.

~~Fredk. D. Nowell,~~

Receiver.

(Written across the face of the foregoing certificate:) The payment of the within certificate is hereby extended for one year to October 10, 1900. Cancelled.

(The endorsement on the back of the foregoing certificate is in the same words and figures as contained on the back of Receiver's Exhibit No. 68 except that the word "cancelled" is added thereto.)

Mr. BARNHILL.—I now ask that Receiver's Certificate No. 5 for \$10,000.00, dated October 10, 1898 be marked as Receiver's Exhibit No. 72.

Mr. SHACKLEFORD.—Same objection as before.

COURT.—Overruled. It may be admitted and marked.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 72:)

**Receiver's Exhibit No. 72 [Certificate No. 5].**

April 13, 1907. Receivers Exhibit 72. A. W. Fox, Dep. Clerk.

Seward Gold Mining Co. No. of Certificate 5, Issued for \$10,000.00. To whom, Thomas S. Nowell, Prest. Date, Oct. 10, 1898. Remarks, Delivered to Thomas S. Nowell, Prest. to be negotiated and

(Testimony of Nathaniel Green.)

proceeds to be placed to the credit of F. D. Nowell, Recr. or returned to him.

No. 5. \$10,000.00

### RECEIVER'S CERTIFICATE.

Juneau, Alaska, Oct. 10th, 1898.

Received of Thomas S. Nowell, President, the sum of Ten thousand & No/100 Dollars, to be repaid to the said Thomas S. Nowell, President, or his order with ten per cent. interest per annum thereon, within twelve months from the date hereof, out of the funds of the Seward Gold Mining Company, and this Certificate is a first lien upon all the property of the said Company in the hands of the Receiver, as shown by the order of the United States District Court for the District of Alaska, made and entered September 23d, 1898.

~~Fredk. D. Nowell,~~  
Receiver.

(Written across the face of the above:) The payment of this certificate is hereby extended for one year, to Oct. 10, 1900. Cancelled.

(The endorsement on the back of the foregoing certificate is in the same words and figures as contained on the back of Receiver's Exhibit No. 68.)

Mr. BARNHILL.—I ask that Receiver's Certificate No. 6 for \$10,000, dated October 10, 1898, issued under the order of September 23, 1898, be marked Receiver's Exhibit No. 73.

Mr. SHACKLEFORD.—We urge the same objection.

(Testimony of Nathaniel Green.)

COURT.—Objection overruled. It may be so marked.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 73:)

**Receiver's Exhibit No. 73 [Certificate No. 6].**

April, 13, 1907. Receivers Exhibit 73. A. W. Fox, Dep. Clerk.

Seward Gold Mining Co. No. of Certificate, 6. Issued for \$10,000.00 To whom, Thomas S. Nowell, Prest. Date Oct. 10th, 1898. Remarks, Delivered to Thomas S. Nowell, Prest. to be negotiated and proceeds placed to the credit of F. D. Nowell, Recr. or returned to him.

No. 6.

\$10,000.00

RECEIVER'S CERTIFICATE.

Juneau, Alaska, Oct. 10th, 1898.

Received of Thomas S. Nowell, President the sum of Ten thousand & No/100 Dollars, to be repaid to the said Thomas S. Nowell, President, or his order, with ten per cent interest per annum thereon, within twelve months from the date hereof, out of the funds of the Seward Gold Mining Company, and this Certificate is a first lien upon all the property of the said Company in the hands of the Receiver, as shown by the order of the United States District Court for the District of Alaska, made and entered September 23d, 1898.

~~Fredk. D. Nowell,~~

Receiver.

(Written across the face of the above:) Canceled.  
Not used. Canceled.



(Testimony of Nathaniel Green.)

(The endorsement on the back of the foregoing certificate is in the same words and figures as contained on the back of Receiver's Certificate No. 68, except that the words "Thomas S. Nowell, President," are omitted from the endorsement on the foregoing certificate.)

Mr. BARNHILL.—I now ask that Receiver's Certificate No. 7, for \$10,000.00 dated October 10, 1898, be marked Receiver's Exhibit No. 74.

Mr. SHACKLEFORD.—We urge the same objection as before.

COURT.—Overruled.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 74:)

**Receiver's Exhibit No. 74 [Certificate No. 7].**

April 13, 1907. Receivers Exhibit 74. A. W. Fox, Dep. Clerk.

Seward Gold Mining Co. No. of Certificate, 7. Issued for \$10,000.00. To whom, Thomas S. Nowell, Prest. Date, Oct. 10th, 1898. Remarks, Delivered to Thomas S. Nowell, Prest. to be negotiated and proceeds placed to the credit of F. D. Nowell, Recr. or returned to him.

No. 7 \$10,000.00

**RECEIVER'S CERTIFICATE.**

Juneau, Alaska, Oct. 10th, 1898.

Received of Thomas S. Nowell, President, the sum of Ten thousand & No/100 Dollars, to be repaid to the said Thomas S. Nowell, President, or his order, with ten per cent. interest per annum thereon, within

(Testimony of Nathaniel Green.)

twelve months from the date hereof, out of the funds of the Seward Gold Mining Company, and this certificate is a first lien upon all the property of the said Company in the hands of the Receiver, as shown by the order of the United States District Court for the District of Alaska, made and entered September 23d, 1898.

~~Fredk. D. Nowell,~~  
Receiver.

(Written across the face of the above certificate:)  
Cancelled. Canceled Not used.

(The endorsement on the back of the foregoing certificate is in the same words and figures as contained on the back of Receiver's Certificate No. 68, except that the words "Thomas S. Nowell, President," are omitted from the endorsement on the foregoing certificate.)

Mr. BARNHILL.—I now ask that Receiver's Certificate No. 7, for \$7,500 dated October 10, 1898 be marked as Receiver's Exhibit No. 75.

Mr. SHACKLEFORD.—We make the same objection.

COURT.—Overruled. Admitted.

(Whereupon the following was offered and marked Receiver's Exhibit No. 75:)

**Receiver's Exhibit No. 75 [Certificate No. 8].**

April 13, 1907. Recrs. Exhibit #75. A. W. Fox, Dep. Clerk.

Seward Gold Mining Co. No. of Certificate, 8. Issued for \$7500.00. To whom, Thomas S. Nowell, Prest. Date, Oct. 10th, 1898. Remarks, Delivered

(Testimony of Nathaniel Green.)

to Thomas S. Nowell, Prest. to be negotiated and proceeds placed to the credit of F. D. Nowell Recr. or returned to him. This certificate pledged as collateral with Nat. Bk. of Republic Boston, Mass. Obligation discharged on which this certificate was pledged. F. D. Nowell Recr.

No. 8

\$7500.00

RECEIVER'S CERTIFICATE.

Juneau, Alaska, Oct. 10th, 1898.

Received of Thomas S. Nowell, President, the sum of Seven thousand five hundred & No/100 Dollars, to be repaid to the said Thomas S. Nowell, President, or his order with ten per cent. interest per annum thereon, within twelve months from the date hereof, out of the funds of the Seward Gold Mining Company, and this Certificate is a first lien upon all the property of the said Company in the hands of the Receiver, as shown by the order of the United States District Court for the District of Alaska, made and entered September 23d, 1898.

~~Fredk. D. Nowell.~~

Receiver.

(Written across the face of the above:) Canceled.

(The endorsement on the back of the foregoing certificate is in the same words and figures as contained on the back of Receiver's Certificate No. 68, except that the following words are added thereto:

(Testimony of Nathaniel Green.)

~~“The within certificate has been extended for twelve months from Oct. 10th, 1899.”~~

Mr. BARNHILL.—Now if the Court please I will offer in evidence report No. 1 of F. D. Nowell, for the purpose which I stated a while ago.

Mr. SHACKLEFORD.—To which the International Trust Company object on the ground that the same is incompetent, irrelevant and immaterial and for the reason that it is not binding upon the trust company. Action having been had thereon prior to the time the Trust Company was made a party to the action and for the further reason that the Court was without jurisdiction to appoint a receiver or authorize the proceedings therein with reference to the issuance of the Receiver's certificates and for the reason that the said report has never been approved during the time when the International Trust Company was a party herein.

COURT.—Objection overruled.

Mr. BARNHILL.—I ask that it be marked Receiver's Exhibit No. 76.

COURT.—It may be so marked.

(Whereupon the following was marked Receiver's Exhibit No. 76:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 76 [Report No. 1 of F. D. Nowell, Dated Feb. 28, 1898].**

April 13, 1907. Receiver's Exhibit 76. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

To the Honorable CHARLES S. JOHNSON, Judge:

Now comes F. D. Nowell, receiver in the above-entitled and numbered cause and makes this his first report as such receiver.

### I.

Your receiver was appointed and qualified by filing the required bond and taking the oath of office on the 12th day of February, 1898.

### II.

That on the 14th day of February, 1898, your receiver started on the steamer *Rustler* for Berners Bay, Alaska, where the mines and mills of said defendants companies are situated, for the purpose of taking possession of the same, but owing to the severe storm which was then prevailing and which has ever since continued, he was unable to reach said Berners Bay, and after four days spent in trying to land there, said steamer returned to Juneau. But your receiver will, as soon as the weather permits, again proceed to Berners Bay and take formal possession of all said property as receiver.

(Testimony of Nathaniel Green.)

### III.

That so far as your receiver is informed and believes, there is and will be no impediment or difficulty interposed by any one to his taking possession of all the property of said companies and administering the same as receiver, under the direction of this Court.

### IV.

Your receiver further reports that there is on hand at Berners Bay in the safe and mill of said defendant companies, a lot of bullion of the coinage value of between \$5000 and \$6000 (the precise amount he is unable to state for the reasons given in paragraph 2 hereof) and your receiver asks that he be allowed to sell or convert the same into cash.

### V.

Your receiver further reports that since his appointment herein he has paid in cash and drafts to the laborers and employees of the defendant companies, the sum of 12055.95 dollars as per Exhibit "A" hereto attached. That said payments were made with the funds of certain parties in New England for the accomodation of said defendant companies, and not out of the funds of the companies themselves, but that the claims of said employees are still held as claims against the said companies, and

(Testimony of Nathaniel Green.)

this proceeding was had and done with the consent of all parties at interest. And your receiver is ready and prepared to make like payments on the claims of employees which have not yet been presented, which payments when made will be duly reported.

#### VI.

In the report of E. F. Cassel, your former receiver herein, a certain steam engine at the mill of the defendant companies was returned in the inventory, as the property of the defendant. Your present receiver shows that said engine is not and never was the property of the defendants but it is the property of one Thomas S. Nowell, and your receiver prays that said item be stricken from the inventory of the defendants' property.

#### VII.

Your receiver further shows *that has* required the services of an attorney and counselor at law to advise him in the proper performance of his duties herein, and to perform all such further duties as might be required of an attorney for the receiver herein, and he has employed J. H. Cobb, an attorney of this Court as by contract hereto attached, marked Exhibit "B," which contract your Honor is requested to approve, and order paid as a part of the current expenses of the receivership.

(Testimony of Nathaniel Green.)

## VIII.

In conclusion your receiver prays that this report be approved and ordered filed. This Feb. 28th, 1898.

F. D. NOWELL,  
Receiver of Berners Bay Mining & Milling Company, the Northern Belle Gold Mining Company, the Ophir Gold Mining Company and the Seward Gold Mining Company.

United States,  
District of Alaska,—ss.

F. D. Nowell being first duly sworn deposes and says that he is the same F. D. Nowell mentioned as receiver in the foregoing report, and that he has read the said report and believes the same to be true.

F. D. NOWELL,

Subscribed and sworn to before me this 1st day of March, 1898.

J. F. MALONY.

Notary Public, Alaska.

Rec'd from Private Funds Act:—Cash.

1898.

—10—

2	Jan'y 26	C. E. Hays wages B. B. M. & M. Co.....	400.00
3	Jan'y 27	C. C. Hannum, duty on coal B. B. M. & M. Co.....	321.60
4	Feb. 7	J. Y. Ostrander recording N. B. G. M. Co.....	9
5	Feb. 7	J. Y. Ostrander recording S. G. M. Co.....	9
6	Feb. 7	J. Y. Ostrander recording Ophir G. M. Co.....	9
7	Feb. 7	J. Y. Ostrander recording B. B. M. & M. Co.....	17
8	Feb. 14	E. Valentine act Robt Wardell wages B. B. M. & M. Co.....	200.
9	Feb. 14	E. Valentine D. H. ek. B. B. M. & M. Co.....	44.25
10	Feb. 14	W. E. Crews, act. Collection fee B. B. Employees B. B. M. & M. Co.....	1500
11	Feb. 17	Geo. Lodge order wages M. Baldwin B. B. M. & M. Co.....	10
12	Feb. 17	Geo. Lodge Indian labor tickets B. B. M. & M. Co.	31.50



(Testimony of Nathaniel Green.)

13	Feb. 18	C. W. Harper draughting for E. F. Cassel, Rec. B. B. M. & M. Co.....	10.00
14	Feb. 18	C. E. Parks, services as stenographer for E. F. Cassel, Rec. B. B. M. & M. Co.....	25
15	Feb. 18	L. Raymond wages N. B. G. M. Co.....	81.15
16	Feb. 18	L. Raymond wages B. B. M. & M. Co.....	41.25
17	Feb. 18	L. Raymond order Joe Bound S. G. M. Co.....	2
18	Feb 18	L. Tysted check D. H. & Co. for labor B. B. M. & M. Co.....	206.33
19	Feb. 18	Mike Herman wages B. B. M. & M. Co.....	50.00
20	Feb. 18	J. C. McIntosh N. B. G. M. Co.....	43.00
21	Feb. 18	Matt Matthews or Mattson wages B. B. M. & M. Co.....	50
22	Feb. 18	Peter Brun contract Sekirk tunnel Ophir G. M. Co.....	200
23	Feb. 19	Geo. Falkinstin S. G. M. Co.....	75.
24	Feb. 19	R. M. Volkinan D. H. Ck. or mdse B. B. M. & M. Co.....	15
25	Feb. 21	J. T. Jones P. C. #2134 B. B. M. & M. Co.....	20.50
26	Feb. 21	Jno. McLaughlin, bal. wages N. B. G. M. Co....	27.33
27	Feb. 21	Wm. Winn D. H. Ck #26 S. G. M. Co.....	12
28	Feb. 22	W. J. McGlen, bal wages S. G. M. Co.....	4.60
29	Feb. 22	W. J. McGlenn, bal wages B. B. M. & M. Co.....	195.40
30	Feb. 22	L. McCormick act wages B. B. M. & M. Co.....	66.33
31	Feb. 23	W. C. Pedlar, D. H. Ck. #13 N. B. G. M. Co....	15.20
32	Feb. 23	Mike Burns, act wages B. B. M. & M. Co.....	25.
33	Feb. 25	L. M. Brodberry bal. wages S. C. M. Co.....	134.15
34	Feb. 25	J. H. Moyle fare advanced Seattle to Juneau B. B. M. & M. Co.....	35
35	Feb. 25	Mike Herman acct wages N. B. G. G. M. Co....	10
			3995.55

36  
37  
38  
39  
40

**Exhibit "A" [Attached to Receiver's Exhibit No. 76].**

Drafts Drawn on T. S. Nowell, Boston, by F. D. Nowell.

1  
1898.

2	date	no	name	Co. acct of	days sight	Amt.
3	Jany 28	11	Decker Bros Berners Bay	M. & M. Co....	60	221.20
4	Jany 28	12	Geo. Harkrader Berners Bay	M. & M. Co..	60	366
5	Jany 30	14	Kochler & James Berners Bay	M. & M. Co..	60	80.85
6	Feb. 5	15	Kochler & James Berners Bay	M. & M. Co.	60	1884.76

## (Testimony of Nathaniel Green.)

7	Feb.	10	16	Miller & McKinnon Berners Bay M. & M. Co.....	60	488.57	
8	Feb.	10	18	Richard Johnson Berners Bay M. & M. Co... ..	60	503.60	
9	Feb.	11	21	Decker Bros. Berners Bay M. & M. Co....	60	766.44	
10	Feb.	19	27	Lane & Connely Berners Bay M. & M. Co..	60	150	
11	Feb.	19	28	Costens Bros. Berners Bay M. & M. Co....	60	78.50	
12	Feb.	21	33	Geo. Kyrage Berners Bay M. & M. Co....	60	25	
13	Feb.	22	37	Alaska Meat Co. Berners Bay M. & M. Co..	60	504.60	
14	Feb.	22	39	W. J. McGlen Berners Bay M. & M. Co....	60	580.	
15	Feb.	23	44	King Lumber Co. Berners Bay M. & M. Co.	60	56.50	
16	Feb.	23	45	Gordon & Co. Berners Bay M. & M. Co....	60	185.74	
17	Feb.	24	47	Juneau Iron Works Berners Bay M. & M. Co.....	60	291	
18	Feb.	25	49	Geo. Kyrage Berners Bay M. & M. Co....	60	375.40	
19	Feb.	25	54	S. Garfinger Berners Bay M. & M. Co....	60	177.04	
20	Jany	22		Kochler & James Berners Bay M. & M. Co.....	60	522.05	
						7257.25	
21							
23	Jany	28	6	Joe Levy Seward Go. M. Co.....	60	76.35	
24	Feb.	5	15	Kochler & James Go. M. Co.....	90	138.60	
25	Feb.	5	15	Kochler & James Northern Belle G. M. Co..	90	4	
26	Feb.	10	17	Miller & McKinnon Northern Belle G. M. Co.....	60	105.45	
27	Feb.	11	20	Decker Bros. Northern Belle G. M. Co....	60	139.65	
28	Feb.	11	22	Decker Bros. Seward G. M. Co.....	60	167.75	
29	Feb.	19	29	Corstens Bros. Northern Belle G. M. Co....		63.50	
30	Feb.	21	30	Geo. Kyrage Northern Belle G. M. Co....		27.60	
31	Feb.	21	31	Geo. Kyrage Seward G. M. Co.....		18.25	
32	Feb.	25	50	Geo. Kyrage Northern Belle G. M. Co.....		38.	
33	Feb.	25	51	Geo. Kyrage Seward G. M. Co.....		24	
						803.15	
34							
35	Total Cash & drafts.....						12055.95

**Exhibit "B" [Attached to Receiver's Exhibit  
No. 76].**

United States of America,  
District of Alaska,—ss.

This contract and agreement, entered into this, the 19th day of February, A. D. 1898, by and between F. D. Nowell as receiver of the Berners Bay Mining & Milling Company, the Ophir Gold Mining Company,

(Testimony of Nathaniel Green.)

the Northern Belle Gold Mining Company and the Seward Gold Mining Company, all situate at Berners Bay, District of Alaska; and as receiver of the Nowell Gold Mining Company at Sheep Creek, District of Alaska, and J. H. Cobb

WITNESSETH:

The said F. D. Nowell has retained the said J. H. Cobb as his attorney as such receiver, and agrees to pay the said Cobb the sum of One hundred twenty-five dollars (\$125.00) per month in each receivership, so long as said receivership may last, and if one of said receiverships is discharged before the other, then the said salary of One hundred twenty-five dollars (\$125.00) per month is to continue in the other alone; said payment to be in full for all services rendered except necessary traveling expenses.

And the said J. H. Cobb agrees and binds himself to advise and represent the said F. D. Nowell as such receiver in all legal matters of whatsoever kind pertaining to said business, in a reasonably skillful and diligent manner, and in such manner to perform all the duties usually incumbent upon the attorney for a receiver.

This contract to begin February 21st, A. D. 1898.

WITNESS our hands and seals this the 19th day of February, A. D. 1898.

F. D. NOWELL, [Seal]

(Testimony of Nathaniel Green.)

Receiver for the Nowell Gold Mining Company; and the Berners Bay Mining and Milling Company, the Ophir Gold Mining Company, the Seward Gold Mining Company and the Northern Belle Gold Mining Company.

J. H. COBB. [Seal]

Signed, sealed and delivered in the presence of:

J. A. LOGAN.

[Endorsed]: Decker Bros. vs. Berners Bay Mining & Milling Company et al. 603. In the U. S. District Court District of Alaska. Report No. 1 of F. D. Nowell, Receiver. Filed Mar. 7, 1898. Albert D. Elliot, Clerk.

Mr. BARNHILL.—I will now offer in evidence an order in relation to Report No. 1, dated March 7, 1898, and ask that it be marked Receiver's Exhibit No. 77.

Mr. SHACKLEFORD.—The International Trust Company objects to the same for the reason that the same is not binding upon them, the Trust Company not being made a party to the action at the said time.

COURT.—Overruled.

(Whereupon the following was marked Receiver's Exhibit No. 77:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 77 [Order in Relation to  
Report No. 1, Filed March 7, 1898].**

April 13, 1907. Receivers Exhibit 77. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

This day came on to be heard the Report No. 1 of F. D. Nowell, the receiver herein, and the Court having read the same and duly considered thereof, said report is hereby ~~approved and~~ ordered filed as a part of the record herein. It is further ordered upon consideration of said report that the said receiver be and he is, hereby authorized and empowered to sell or convert into money the bullion of the defendant company now on hand in his possession or in the possession of said defendant, or as soon as the said receiver obtains possession thereof, the same being the bullion mentioned in paragraph four of said report.

It is further ordered that the engine mentioned in paragraph 6 of said report and heretofore inventoried as the property of such defendant, be stricken from the said inventory.

It is further ordered that the employment of J. H. Cobb as attorney, by the receiver herein, be, and the same is hereby, approved as well as the contract made by and between the said receiver and attorney,

(Testimony of Nathaniel Green.)

and the compensation of said attorney is authorized to be paid by said receiver out of any moneys in his hands as receiver, as part of the current expenses of the receivership.

CHARLES S. JOHNSON,  
Judge.

[Endorsed]: 603. Decker Bros. vs. Berners Bay Mining & Milling Co. et al. Order Approving Receiver's Report No. 1. Filed Mar. 7, 1898. Albert D. Elliot, Clerk.

Mr. BARNHILL.—I will now offer Report No. 2 of Receiver F. D. Nowell, filed May 6, 1898.

Mr. SHACKLEFORD.—We urge the same objection that we made to the last report, Report No. 1.

COURT.—Objection overruled.

Mr. BARNHILL.—I ask that it be marked Receiver's Exhibit No. 78.

COURT.—It may be so marked.

(Whereupon the following was offered and marked Receiver's Exhibit No. 78:)

**Receiver's Exhibit No. 78 [Report No. 2 of F. D. Nowell, Dated May 6, 1898].**

Apr. 13, 1907. Recr's. Exhibit 78. A. W. Fox, Dep. Clerk.

(Testimony of Nathaniel Green.)

[Title of Court and Cause No. 603.]

To the Hon. CHAS. S. JOHNSON, Judge:

Now comes the Receiver, Fred D. Nowell, and presents his report No. 2.

I.

Your receiver, pursuant to permission obtained from the Court on March 7th, 1898, sailed for the United States on March 15th, thereafter on the business of the receivership herein, and in the matter of the Nowell Gold Mining Co., and returned on April 23d. By reason of said absence, this report No. 2 is delayed to the present time.

2.

Your receiver closed his last report herein on February 28th last, but as the receiver had not at that time taken possession of the corpus of the property of the defendant companies, and hence no report further than a list of debts paid could then be made, your receiver has deemed it proper in this report to include in its proper place, all matters contained in the former report No. 1, so as to make herein, a complete and full showing of the condition of said company at the time the same went into the hands of the receiver, and of all payments, receipts, expenses, etc., since then, whether under the present receiver or his predecessor.

(Testimony of Nathaniel Green.)

## 3.

Your receiver, as soon as the storm mentioned in his last report, abated, on or about Feby. 28th last, sent his agent, Willis E. Nowell (your receiver himself being at that time sick), to Berners Bay, and took possession of the property and assets of every kind, belonging to the defendant companies. Said assets are shown in exhibit A hereto attached and made a part hereof, and amount to the aggregate sum of \$2,216,995.11. The figures given in said exhibit are the cost prices thereof to the companies as shown by the books, but are believed now to be actually worth a considerably larger amount.

Your receiver further reports, that during the months of September, 1897, the three companies, The Seward Gold Mining Co., The Ophir Gold Mining Co., and the Northern Belle Gold Mining Co. were organized by the stockholders of the Berners Bay Mining & Milling Co., and in consideration of the assumption of the payment of \$500,000 of the bonds of the said Berners Bay Mining & Milling Co., it conveyed to the said several companies to wit: The Seward, Ophir and Northern Belle, the several mining claims and mill sites shown respectively in exhibits B, C and D, hereto attached, together with all the tools, machinery and equipment of every kind thereto appurtenant, the purpose being to reorganize the Berners Bay Mining & Milling Co. into the said three companies to wit: The Seward, Ophir and



(Testimony of Nathaniel Green.)

Northern Belle, and distribute the whole of the assets of the said Berners Bay Company among the three last named companies, when the Berners Bay Company will go out of existence. So that the assets of the Berners Bay Company shown in exhibit A, now comprises the assets of the Seward, Ophir and Northern Belle Companies, and the item of \$1,662,481.71, mining and mill site claims, is the same property shown in exhibits B, C and D. The \$500,000 of bonds mentioned as the consideration above to the Berners Bay Mining & Milling Co., includes the \$200,000 of bonds mentioned in Exhibit F as a part of the liabilities of the Berners Bay Company, and the remaining \$300,000 have never been issued, are not a part of the liabilities of any of the defendant companies. No further distribution of the assets of the Berners Bay Company, has as yet been made among its three successors, and for that reason, such distribution is not shown herein.

Your receiver further shows that he has made a detailed inventory of all the personal property embraced in said statement of assets, exhibit A, (other than choses in action) which is hereto appended marked Exhibit E.

4.

Your receiver further reports that at the time of the appointment of a receiver herein, the liabilities of the Berners Bay Mining & Milling Company, including bonded indebtedness, and debts of every kind and description aggregated \$703,912.04. That

(Testimony of Nathaniel Green.)

since the appointment of the receiver herein, there has been paid thereon, the sum of \$50,077.31, and there remains yet unpaid, the sum of \$633,834.23. A statement of said liabilities, payment and balances due, is hereto attached, marked exhibit F. A like statement marked exhibit G is hereto attached showing the liabilities, payments and balances in the Seward Gold Mining Co. with liabilities aggregating \$18,450.26, payments aggregating \$8,338.69, and balances due, aggregating \$10,111.57. A like statement is hereto appended marked Exhibit H, showing the liabilities, payments and balances due in the Northern Belle Gold Mining Co., with liabilities aggregating \$55,500.47, payments aggregating \$7,567.78 and balances due aggregating \$47,932.69. But in the last two mentioned statements, the bonded indebtedness is not included, as the same was mentioned and fully explained above in this report.

There were no liabilities (other than the assumption of the bonds aforesaid) against The Ophir Gold Mining Co. and consequently there are no payments on account thereof.

5.

Your receiver further reports that included in the above statements of liabilities, payments and balances due, (see exhibits F, G, and H,) are all the debts due by said companies for labor, which debts were declared preferred claims and ordered paid; and your receiver shows that he has fully complied with said order by paying all of said labor claims

(Testimony of Nathaniel Green.)

that have been presented; those not paid, never having yet been presented for payment, but same will be paid as presented. At the time of the appointment of the receiver, herein, there was due on labor claims debts as follows:

Berners Bay Mining & Milling Co., \$19,667.24, an itemized statement of which, showing persons to whom due, and amount due each, is shown in Exhibit I. There has been paid upon said indebtedness, the sum of \$16,111.41. An itemized statement of which is shown in Exhibit J., showing the persons to whom paid, and amount paid. There is remaining unpaid on said account, the sum of \$3,555.83. An itemized statement of which is shown in Exhibit K, showing the persons to whom due, and amount due each.

The Seward Gold Mining Co. \$7,460.50, an itemized statement of which is hereto attached, marked exhibit L, showing the persons to whom due and the amount due each. There has been paid upon said account, the sum of \$7,407.70 as shown in exhibit M, which shows the persons paid and the amount paid each. There is still due on said account \$52.80, and exhibit N shows the persons to whom due, and amount due each.

The Northern Belle Gold Mining Co. \$3,754.23, an itemized statement of which is shown in exhibit O, showing persons to whom due and the amount due each. There has been paid upon said account, the sum of \$3,335.20, a like itemized statement of which

(Testimony of Nathaniel Green.)

is shown in exhibit P., and there is still due on said account \$419.60, a like itemized statement of which is shown in exhibit Q. There were no labor claims against the Ophir Gold Mining Co.

6.

Your receiver further reports that the expenses of the receivership herein under the former receiver, E. F. Cassel, a portion of which were paid by the present receiver under orders of the Court, aggregates \$4,155.93, a detailed statement of which is shown in exhibit R.

Since the appointment of the present receiver on February 12th, 1898, he has necessarily incurred in the care, control and preservation of the property of the defendant companies, and in properly performing the duties incumbent upon him as receiver, the sum of \$1,792.51, a detailed statement of which is shown in exhibit S, and the Court is prayed to approve and allow said expense account.

On March 7th, 1898, at the time of the presentation of your receiver's last report, upon petition of your receiver, an order was entered by this Court, authorizing and empowering your receiver to issue receiver's certificates for borrowing money. But afterwards, on or about March 10th, 1898, your receiver obtained from Thos. S. Nowell, for the use of the defendant companies, and the Nowell Gold Mining Co., the sum of \$7000.00 which sum your receiver was not expecting at the time of the entry of said order. And because thereof, and because your re-

(Testimony of Nathaniel Green.)

ceiver is informed and believes that further sums will be shortly furnished from the same source, sufficient to pay off all the liabilities of said companies, or so much thereof as cannot be extended by an amicable arrangement with the creditors, your receiver deemed it proper, and best for the interest of all parties, not to borrow any money on receiver's certificates, as authorized and directed under said order, and no receiver's certificates have been issued. But inasmuch as in so acting, your receiver has apparently acted contrary to the direction of the Court in the matter aforesaid, and in the exercise of his best discretion in view of conditions not contemplated, at the time said order was entered, the Court is prayed to specially approve said action.

8.

Your receiver further reports that after taking possession of said properties of defendant companies, at Berners Bay, he and the mill of the Berners Bay Mining and Milling Co. cleaned up, and obtained therefrom, a gold bullion of the coinage value of \$3,790.00, and which was disposed of for that sum, as ordered by the Court. That said bullion was the property of the Berners Bay Mining & Milling Co., and its proceeds has been used as ordered by the Court. That no other cash has come into the hands of your receiver from any of said companies, but that all the payments shown in this report, over and above said sum of \$3,790.00 has been made out of funds furnished by Thos. S. Nowell, out of his individual resources.

(Testimony of Nathaniel Green.)

9.

In conclusion, your receiver avers that he has faithfully obeyed the orders of the Court, and performed all the duties incumbent upon him as receiver herein, to the best of his ability, and has reported fully all matters pertaining to said receivership to the Court. And he prays that this, his report No. 2, which closed April 29th, 1898, be approved and ordered filed, that his expenditures herein for expenses, be approved and allowed, that his action in not issuing receiver's certificates, be approved, and for such other orders as to the Court may seem proper.

F. D. NOWELL.

Receiver.

United States,  
District of Alaska,

I, F. D. Nowell, the identical person named in the above and foregoing report as Receiver, being duly sworn, deposes and says on oath, that the above and foregoing report is true as I verily believe.

F. D. NOWELL. .

Subscribed and sworn to before me this the 6 day of May, 1898.

ALBERT D. ELLIOTT,  
Clerk.

By Joseph J. Rogers,  
Deputy.

(Testimony of Nathaniel Green.)

**Exhibit "A" [Attached to Receiver's Exhibit  
No. 78].**

ASSETS OF THE BERNERS BAY MINING & MILLING CO.

Due From Individuals and Firms:

Seward Gold Mining Co.....	47.85	
Northern Belle Gold Mining Co.....	43,956.70	
Bills account.....	1,235.41	
Portland-Alaska Gold Mining Co.....	831.83	
Jualin Mining Co.....	33.50	
A. J. Meriele.....	2.25	
F. Bach.....	1,062.37	
Alaska Trading Co.....	25.00	
P. Broon.....	310.12	47,504.83

Mining Mill site claims.....1,662,481.71

Property account..... 356,705.95

New Construction Accounts:

Electric Plant.....	6,877.76	
Stamp mill.....	1,570.65	
Miscellaneous Buildings.....	2,308.97	
Bear Compressor.....	72.45	
Comet Mine.....	3,665.16	
Elimar & Kensington Tram.....	4,866.20	
Comet cross-cut Tram.....	4,632.60	23,993.79

Permanent Development..... 76,994.02

Development Accounts:

Engineering Expenses.....	1,919.59	
Comet Mine Dev.....	22,358.50	
Ophir Mine Dev.....	31.10	
Bear Mine Dev.....	741.50	
Thomas Mine Dev.....	651.00	
Northern Belle Mine Dev.....	1,602.64	
Elmira & Kensington Dev.....	3,420.32	30,724.65

Material and Supplies..... 2,809.89

Assets of the Berners Bay Mining and Milling Co.

Equipment..... 15,780.27 2,169,490.28

Total Assets..... 2,216,995.11

(Testimony of Nathaniel Green.)

**Exhibit "B" [Attached to Receiver's Exhibit  
No. 78].**

**SEWARD GOLD MINING CO.**

Mining and Mill Site Claims.

All situated near Berners Bay in the Harris Mining District, Alaska.

Seward Lode claim of twenty acres.

Seward #2 Lode claim of twenty acres.

The Portsmouth Lode claim of 18.66 acres.

Comet Lode claim of 20.03 acres.

The Eclipse Lode claim of 15.93 acres.

The Banner Lode Claim of 20.66 acres.

The Poor Richard Lode claim of 9.19 acres.

The Comet Extension Lode claim of 19.60 acres.

The Last Chance Lode claim of 17.23 acres.

Seward Extension Lode claim of 20.60 acres.

The Snow Flake claim of 20.51 acres.

The Seward Mill Site of five acres.

The Thomas Lode claim of 18.06 acres.

The Cumberland Lode claim of 18.76 acres.

The Comet Mill Site of 1.8 acres.

All said property being more particularly described in deed of the Berners Bay Mining and Milling Co., to the Seward Gold Mining Co. of record in the records at Juneau, book 12, page 437 to page 441.



(Testimony of Nathaniel Green.)

**Exhibit "C" [Attached to Receiver's Exhibit No. 78].**

**OPHIR GOLD MINING COMPANY.**

Mining and Mill Site Claims.

All situated near Berners Bay, in the Harris Mining District, Alaska.

The Ophir Lode claim of twenty acres.

The Hartford Lode claim of 20.53 acres.

The Howard Lode claim of 13.60 acres.

The Selkirk Lode claim of 19.88 acres.

The Alaska Maid Lode claim of 19.87 acres.

The American Lode claim of 14.72 acres.

The Rustler Lode claim of 12.40 acres.

The Ackropolis Lode claim of 18.60 acres.

The Columbian West Extension Lode claim of — acres.

The Chilcat Lode claim of 10.08 acres.

The Fraction Lode claim of — acres.

The Northern Star Lode claim of 20.06 acres.

The Ophir Mill Site of five acres together with all water rights and privileges appertaining to such mill site.

The Bear Mill Site of 4.72 acres.

All of said property being more particularly described in the deed from the Berners Bay Mining and Milling Co. to the Ophir Gold Mining Co. a record in the records of Juneau, book 12, page 428 to 432.

(Testimony of Nathaniel Green.)

**Exhibit "D" [Attached to Receiver's Exhibit No. 78].**

**THE NORTHERN BELLE GOLD MINING CO.**  
Mining and Mill Site Claim.

All situated near Berners Bay in the Harris Mining District of Alaska.

The Northern Belle Quartz claim of twenty acres.

The Elmira lode claim of twenty acres.

The Kensington Lode claim of twenty acres.

The Bear Lode claim of twenty acres.

The Eureka Lode claim of twenty acres.

The Savage Lode claim of twenty acres.

The Yellow Jacket Lode claim of twenty acres.

The Columbian Lode claim of 20.49 acres.

The Columbian Extension Lode claim of 20.50 acres.

The Bear Extension Lode claim of twenty acres.

The Savage Extension Lode claim of 18.40.

The Lucky Boy Lode claim of            acres.

The North West Lode claim of 18.93 acres.

The Esmeralda Lode claim of 12.08 acres.

The Excelsior Lode claim of 11.53 acres.

The Thomas Mill Site of five acres.

The Cumberland Mill Site of five acres.

The Esmeralda Mill Site of five acres.

All said property being more particularly described in the deed from the Berners Bay Mining and Milling Co. to the Northern Belle Gold Mining Co. of record in the records at Juneau book 12, page 432 to 437.

(Testimony of Nathaniel Green.)

**Exhibit "E" Attached to Receiver's Exhibit No. 78].**

**INVENTORY OF PERSONAL PROPERTY AT  
BERNERS BAY.**

Lumber and Fuel.

18 Cords 6 foot, Flat Logging a 6.50.....	117.00
58 Cords 4 foot, Flat Logging a 5.00.....	290.00
1916 Pieces Round Logging a .06.....	114.96
103 Pieces 12 foot Stulls a .25.....	25.75
1478 Pieces 8 foot Stulls a .25.....	369.50
505 Pieces 5 foot Stulls a .12 1/2.....	63.12
637 Cords 20 inch wood a 4.00.....	2548.00
598 Cords 4 foot wood a 2.50.....	1495.00
700 Tons Steam Coal a 8.00.....	5600.00
251 Piles for wharf 17,709 a .06.....	1062.54
Electric Machine at Sheep Creek.....	3000.00
Donkey Engine at Dyea.....	1250.00
1400 feet lin. at mill T and G ceiling.....	9.20
2600 feet lin. at mill Rustic.....	26.00
1000 feet lin. at mill 1 x 6 flooring.....	20.00
200 feet lin. at mill 1 x 12 D 4/s.....	4.00
1050 feet lin. at mill 2 x 12 rough.....	
1400 feet lin. at mill 2 x 6 rough.....	
1428 feet lin. at mill 2 x 4 rough.....	
20000 feet lin. at mill 2 x 10 rough.....	
360 feet lin. at mill 10 x 12 .....	
160 feet lin. at mill 8 x 8.....	168.39
36000 Shingles.....	72.00

Mill Kitchen.

5 dozen Dinner plates.....	5.62
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(Testimony of Nathaniel Green.)

3 8/12 dozen Soup plates.....	4.50
3 dozen Cups.....	3.37
4 1/2 dozen saucers.....	5.15
6 Sauce Dishes.....	.38
10 Individual Butter plates.....	.45
8 Large Platters.....	8.00
19 Small Platters.....	9.50
26 Vegetable Dishes (oval).....	4.75
2 Glass Tumblers.....	.35
2 Vegetable Dishes (round).....	2.50
2 Flat irons.....	2.00
2 Milk Pitchers—2 quart.....	.75
1 gallon can Pie Fruit (gooseberry).....	.40
4 Vegetable dishes (Oval).....	2.00
5 Sugar bowls.....	1.55
4 Syrup Mugs.....	.85
1 round vegetable dish.....	1.25
2 Butter plates.....	.10
1 Fire extinguisher.....	10.00
41 Table Spoons.....	1.15
27 Knives.....	
47 Forks.....	2.25
23 Teaspoons.....	.50
4 Skinners.....	.80
2 Ladles.....	.40
2 Large spoons.....	.20
2 Large Meat Forks.....	.30
2 Egg Beaters.....	.20
1 Pancake Turner.....	.20
4 Sugar Bowls.....	2.50
5 one gal. cans tomatoes.....	2.00

(Testimony of Nathaniel Green.)

2 Gem plates.....	.40
1 Gal. Can apricots.....	.40
20# Corn starch.....	.90
1 Cornmeal sieve .....	.20
1 cup.....	.10
4 Pie tins.....	.40
1 Ladle.....	.20
2 Scoops.....	.40
3 Dish pans.....	.90
8 Dripping pans.....	12.60
1 Wooden Bowl.....	1.00
4 Small plates.....	2.00
1 Large platter.....	.75
4 Small frying pans.....	3.50
1 Lamp and bracket.....	1.00
1 French Range and Boiler.....	95.00
5 Tin pans.....	.25
1 Large Steamer.....	.25
5 Ladles.....	1.00
1 Coffee strainer.....	.20
1 Tin cup.....	.05
1 Scrubbing brush.....	.10
1 Tea cup.....	.10
7 Coffee Cups.....	.70
1 Large hanging lamp.....	1.00
3 Large stove boilers.....	2.00
4 Large sauce pans.....	4.00
4 Large Boilers with faucet.....	20.00
2 dish pans.....	.50
2 Cullenders.....	.50

(Testimony of Nathaniel Green.)

1 Sausage Machine.....	3.50
2 Funnels.....	.20
1 Shovel.....	.50
4 one gallon can apricots.....	1.60
1/2 Keg vinegar.....	.75
1 wooden faucet.....	.10
1 Wash tub.....	1.00
1 Wash board.....	.50
1 large hanging lamp.....	1.00
1 Bracket lamp.....	1.00
2 Sugar bowls.....	.40
5 Glass tumblers.....	.50
13 Salts and Peppers.....	1.50

## Warehouse 1st Floor.

2/12 dozen Files Rasp. 16 inch #141 D.....	.56
1 dozen Files Bastard Half Round 16 inch....	2.45
1 dozen Files Bastard Flat 14 inch.....	2.00
1/2 dozen Files Bastard Flat 16 inch.....	1.65
1 6/12 dozen Files Mill Saw Fin. Bast 10 inch..	1.60
1/12 dozen Files Half Round Smooth 6 inch...	.35
2 dozen Files Lightning 6 inch.....	1.30
2 6/12 dozen Files Mill Bast 8 inch.....	2.50
2 11/12 dozen Files Mill Bast 10 inch.....	3.00
1 dozen Files Round Bast Lightning 14 inch...	2.40
5/12 dozen Files Mill Saw Fin. Bast 12 inch...	1.65
1 dozen Files Mill Saw Fin. Bast 8 inch.....	1.00
1 6/12 dozen Files Round Bast 6 inch.....	.95
1 dozen Files Round Bast 6 inch.....	.65
2 dozen Files Mill Fine Bast 8 inch.....	2.00
1 1/12 dozen Saw Files 6 inch.....	.60
11/12 dozen Files Lightning Flat 10 inch.....	1.00

(Testimony of Nathaniel Green.)

1 9/12 dozen Files Flat Bast 12 inch.....	3.15
4/12 dozen Files Round Bast 14 inch.....	.80
2 6/12 dozen Files Mill Saw Fin. Bast Flat 12 inch .....	4.50
1 9/12 dozen Files Mill Saw Fin. Bast Flat 14 inch .....	4.20
1 dozen Files Flat Smooth 12 inch.....	1.25
10/12 dozen Files Mill Saw Fin. Bast. 10 inch..	.90
9/12 dozen Files Mill Saw Fin. Bast. 8 inch....	.75
2 dozen Files Taper Saw 10 inch.....	2.50
2 dozen Files Mill Saw Fin. Bast 8 inch.....	2.00
1 dozen Files Taper Saw 8 inch.....	1.00
8/12 dozen Files Mill Saw Fin. Bast 10 inch....	.70
1 11/12 dozen Files Taper Saw 8 inch.....	1.90
5/12 dozen Files Square Bast 10 inch.....	1.00
2/12 dozen Files Square Bast 20 inch.....	.60
1 10/12 dozen Files Flat Bast 16 inch.....	6.30
1 dozen Files Flat Bast 16 inch.....	3.30
1 dozen Files Half Round Lightning 16 inch...	2.50
4/12 dozen Files Half Round Lightning 16 inch	.85
6/12 dozen Files Round Bast. 14 inch.....	1.20
1 dozen Files Flat Bast. 16 inch.....	3.30
4/12 dozen Files Flat Bast. 14 inch.....	.65
6/12 dozen Files Square Bast 14 inch.....	1.25
6/12 dozen Files Square Bast 12 inch.....	1.15
2 dozen Files Flat Bast 14 inch.....	4.00
11/12 dozen Files Mill Saw Flat 14 inch.....	2.20
4/12 dozen Files Flat Bast 14 inch.....	.65
1/12 dozen Files Half round 16 inch.....	.20
1 dozen Files Square Bast 14 inch.....	2.50
1 dozen Files Flat Smooth 12 inch.....	1.25

(Testimony of Nathaniel Green.)

6/12 dozen Files Flat Bast 16 inch.....	1.25
1 dozen Files Flat Smooth 16 inch.....	2.75
6/12 dozen Files Square Bast 16 inch.....	1.50
1 Stock pipe and two dies.....	20.00
6/12 dozen Gauge glasses 16 x 3/4.....	.40
7/12 dozen Gauge glasses 12 x 3/4.....	.45
2/12 dozen Gauge glasses 12 x 1/2.....	.10
6/12 dozen Washers for Gauge Glass (No value)	
1/12 dozen Soldering Iron.....	.75
1 only Saw handle.....	.30
1 only 3/4 inch Hose Coupling.....	.25
1 only Sewing Palm.....	.40
1 only Cross Cut Saw Handle.....	.30
2 Boiler Tube Brushes.....	1.00
1 only 3/4 inch Bir.....	.50
1 only 1/4 inch Bir.....	.50
1 only 5/8 inch Ship Auger.....	.50
35 lbs Solder.....	3.70
9 Concentrator Feed Worms.....	18.40
4 3/4 lbs. Small brads.....	.50
9 packages 6/8 Clout nails.....	.70
1 pair Steel parlor door hangers.....	2.00
1 Door latch.....	.25
2 Spring door catches.....	1.00
2 Gale Night locks.....	1.00
1 Brass Padlock No. 78.....	.55
2 Mortis door locks.....	1.00
2 1/4 lbs Small Handle steel wedges.....	20.00
1 1/4 lbs Small Screws (mixed lot).....	.20
2 Tramway Big wedges.....	1.00
11 Rolls Asbestos Wick Packing.....	1.60



(Testimony of Nathaniel Green.)

1 Box Metal Pomade.....	.10
1 quart Metal Polish.....	.25
2 Funnels.....	.30
11 No. 2 Zinc Oilers.....	.70
1 No. 3 Zinc Oilers.....	.10
2 Ladles.....	.30
2 Skimmers.....	.20
1 Hack saw.....	1.00
5 8/12 dozen Hack Saw Blades 8 inch.....	2.65
3 10/12 dozen Hack Saw Blades 10 inch.....	2.05
1 dozen Hack Saw Blades 12 inch.....	.75
1 8/12 dozen Bamboo Brushes.....	.40
2 only Wire dish rags.....	.20
2 only nutmeg graters.....	.20
1 Package Emery Paper No. 1.....	
27 Sheets Emery Paper No. 1.....	1.50
19 Sheets Sand Paper.....	.05
11 Scrubbing Brushes.....	1.60
1 Door lock and fittings.....	.25
4 one lb Boxes 3/4 Copper Rivets.....	
1 one lb. Boxes 7/8 Copper Rivets.....	
3 one lb. Boxes 1 inch Copper Rivets.....	2.00
2 one lb. Boxes 1/2 Copper Rivets.....	
2 Boxes Window Spring Bolts.....	1.00
1/4 Packages Plymouth Rivets.....	.05
8 Pair Butts 4 x 4.....	.70
7 Pair Butts 3 1/2 x 3 1/2.....	.70
1 2/12 dozen Water Tumblers.....	1.50
10 8/12 dozen Tea spoons No. 900.....	3.35
12 dozen Table spoons No. 900.....	2.00

(Testimony of Nathaniel Green.)

5 9/12 dozen Table spoons No. 500.....	1.00
1 9/12 dozen Table spoons No. 1886.....	.30
2 6/12 dozen Table Knives No. 7878.....	
4 6/12 dozen Table Forks No. 7878.....	1.25
27 lbs half inch Plymouth Sq. Packing.....	
5 lbs 3/8 inch Plymouth Sq. Packing.....	
5 1/2 lbs 1/4 inch Plymouth Sq. Packing.....	9.75
6 1/4 lbs 5/8 inch Plymouth Sq. Packing.....	
11 1/4 lbs 3/4 inch Electric Spiral packing....	5.83
3 1/4 lbs 1/2 inch Electric Spiral Packing.....	1.59
10 oz. 1/4 inch Electric Spiral Packing.....	.40
11 lbs Man Hole Gasket.....	5.00
18 lbs 3/4 inch Sq. Pure Rubber Packing.....	7.20
1 1/4 lbs 1/2 inch Round Filled Packing.....	.25
4 dozen Carpenter chalk.....	.20
10 lbs. Dixons Dry Graphite .....	2.50
4 Gallons shellac varnish.....	11.60
1 Gallon body varnish .....	5.10
1 lb glycerine.....	.25
4 Tins Sodium.....	.75
4 lbs Paint English Vermillion.....	3.60
8 lbs Paint Burnt Sienna.....	.96
3 lbs Paint Lamp Black (in oil).....	1.00
2 lbs Crome Yellow.....	.40
19 Round Lamp wicks.....	.75
1 1/2 dozen Round lamp wicks 2 inch.....	.75
7 dozen Flat lamp wicks.....	.70
1 17 lb Grindstone.....	.75
1 dozen Climax X cut Saw Handles.....	1.80
6 pairs 12 inch Strap Hinges.....	1.20

(Testimony of Nathaniel Green.)

4 pairs 10 inch Strap Hinges.....	.80
2 pairs 8 inch Strap Hinges.....	.40
1 pair 6 inch Strap Hinges.....	.20
1 8 lb Wedge.....	1.00
1 Auger handle.....	.20
1 Tin gallon measure.....	.25
1 Funnel.....	.10
3 lbs Lamp black (dry).....	.30
16 lbs 3/4 inch washers.....	.48
31 lbs 1/2 inch washers.....	.33
5 lbs 3/8 inch washers.....	.15
29 lbs 5/8 inch washers.....	.87
31 lbs 1 1/4 x 1/2 Rivets.....	1.55
10 lbs 5/10 x 1 1/4 Rivets.....	.50
30 lbs 3/8 x 1 1/4 Rivets.....	1.50
10 lbs Blue Vid Copperas.....	1.00
5 lbs Tacks.....	.40
217 lbs Babbit metal.....	22.20
11 -4 lb Striking hammers.....	3.30
3 Double Bitted Axes 3 3/4 lb.....	2.00
1 dozen Double Bitted Axes 4 1/4 lbs.....	8.00
1 Odd Lot of Old Locks (no value).....	
450 lbs White Lead (9 kegs).....	29.25
1/2 dozen Wire cable couplings.....	82.55
39 lbs. Borax.....	2.52
8 Whisk brooms.....	1.50
6 Battery Screens.....	21.20
2 Sides Lace Leather.....	6.12
2 lbs. Emery powder.....	.25
270 lbs. Rubber sheeting.....	29.28

(Testimony of Nathaniel Green.)

1 marking pot (old—no value) . . . . .	
1/4 can Lard oil . . . . .	1.50
1 five gallon can extra Coach Varnish . . . . .	8.00
15 Medium size lamp chimneys . . . . .	1.50
32 small “ “ “ . . . . .	1.60
1 Rochester lamp chimney . . . . .	.20
1 Student lamp chimney . . . . .	.10
37 large lamp chimneys . . . . .	7.40
4 Locomotive Lamp chimneys . . . . .	.20
1 case Salad Oil, small size bottles . . . . .	6.00
8 one gallon cans salad oil . . . . .	4.20
7 five lb. cans Atta Baking Powder . . . . .	8.75
6 five lb. tins Cayenne . . . . .	4.50
6 five lb. cans Cinnamon . . . . .	2.70
2 five lb. cans Cloves . . . . .	1.50
6 “ lb. cans Cream Tartar . . . . .	4.20
2 five lb. cans Ginger . . . . .	2.50
10 lbs. Corn Starch (Calnut) . . . . .	.45
2 lbs. Com. Soda . . . . .	.12
21 lbs. Champion Soda . . . . .	1.26
17 three oz. packages Hops . . . . .	.50
12 one lb. Tin Mace . . . . .	6.00
1 “ “ “ Sage . . . . .	.40
1 1/3 dozen Bot. Currie Powder . . . . .	1.50
7 Star salts . . . . .	.30
1 7/12 dozen Salts and peppers . . . . .	.75
10 salts and peppers . . . . .	.45
6 1/2 lbs. Unground pepper . . . . .	.90
4 lbs. Spice . . . . .	.60
10 lbs. Dried Citron Peel . . . . .	2.00

(Testimony of Nathaniel Green.)

50 lbs. Cream Tartar.....	7.00
3 Bladders Putty.....	1.25
14 cases Cresent Chocolate.....	29.40
10 lbs. Cresent Chocolate.....	1.75
7 Packages Gold Dust Washing Powder.....	1.20
5 five lb. Tins Corned Beef (Golden Gate)....	2.00
33 cans Lye (Rival).....	2.50
11 one gallon cans Palace Drips.....	4.00
11 one gallon cans assorted pie fruit.....	1.85
1 five gallon tin lubricating compound.....	2.50
1 Bracket lamp reflector and socket.....	1.00
1 small coffee pot.....	.25
1 case currie powder (1 doz.).....	1.25
2 cases Baking Powder Golden Gate 3 doz. one lb. tins .....	22.00
1 5/12 dozen one lb. cans Baking Powder G. G.	5.50
3 cases Flavoring Extracts—Vanilla—Cham- pion Brand .....	16.50
11 bottles Flavoring Extracts—Vanilla— Champion Brand .....	5.50
2 cases Flavoring Extracts—Lemon—Cham- pion Brand .....	11.00
7 cases Yeast Magic (3 doz. in case).....	8.05
1 case Allspice (2 doz. 1/2 lb. tins in case)....	2.60
1 case Sage (2 doz. 1/2 lb. tins in case).....	2.50
1 case Allspice (12 5 lb. tins in case).....	9.60
1 Case Pepper (12 5 lb. tins in case).....	9.00
2 Case Ginger (12 5 lb. tins in case).....	10.00
1 Case Mustard (2 doz. 2 1/2 # tins in case)....	3.60
1 Case Vanilla Extract (2 doz. 16 oz. in case)..	5.50

(Testimony of Nathaniel Green.)

5 five lb. tins Ginger.....	2.10
6 five lb. tins Mustard.....	1.80
3 2½ lb. Tins Pepper.....	1.15
2 cases Hops (30 lbs. in case).....	6.90
1 case Soda (6 doz. 1# packages in case)....	3.45
1 Case Valvolim Oil.....	8.00
6 Cases Corn Starch (40 lbs. in case) .....	10.80
1 case Raisins 50 lbs.....	2.50
4 large Wash pans .....	
4 Small Wash Pans.....	1.60
2 Cases Raisins.....	5.00
3 cases Currants 50 lbs. in case.....	11.25
4 boxes Macaroni (White).....	.90
52 cases Prunes (25# in case).....	55.25
16 cases Apricots (25# in case).....	26.00
37 cases Clams.....	85.10
3 cases Tomatoes (2 doz. 2¼ lb. cans in case) ..	4.50
11 cases Tomatoes (1 gal. tins 12 cans in case) .	21.45
11 cans Tomatoes one gallon.....	1.95
8 cases Dried Pears.....	22.00
8 cases Dried Apples.....	24.00
9/10 cases Dried Apples.....	2.70
7 cases Apricots.....	23.62
2 cases Split Peas, Dried,.....	2.25
11 cases Vermicelli White.....	2.53
2 cases Vermicelli Yellow.....	.50
12 cases Macaroni.....	3.83
4 cases Ship Biscuit.....	12.00
9 cases Dried Peaches .....	29.25
4 cases Roast Beef (1 doz. 6# cans in case)....	24.00

(Testimony of Nathaniel Green.)

5 Cases Sweet corn (2 doz. in case).....	8.50
11 cans Sweet corn.....	1.65
8 cases Sugar Peas (2 doz. in case).....	12.40
15 cans Sugar Peas.....	1.00
12 cases String Beans (2 doz. in case).....	12.40
10 cans String Beans .....	.60
10 cases Oysters (2 doz. in case).....	29.00
8 Cans Oysters.....	1.00
54 cases Pie Fruit (1 gal).....	108.00
5 cans Pie Fruit.....	.85
1 case Lard Oil (10 gal.).....	5.50
1 case Compound (10 gal.).....	16.80
7 cases Soda Crackers.....	19.95
8 Cases Codfish (Opposition).....	20.80
22 lbs. Codfish.....	1.35
6 Cases Codfish Snowdrift.....	15.60
3 cases Roast Beef (1 doz. 6 lb. cans in case)..	18.00
12 Cases Lye.....	33.00
2 sax Sugar.....	8.62
5 cases Corn Beef (Alexandria).....	30.00
2 cases Corn Beef small (1 doz. 2# in case)..	4.00
13 cases Farina.....	22.75
120 cases Condensed Milk.....	
27 lbs. salt.....	.15
140 lbs. Dried Peas.....	4.55
6 large Sheets Asbestos Paper.....	3.08
146 lbs. Cheese.....	12.18
5 cases Borgnet Honey Drips, 10 gal. cans in case .....	21.25
2 cases Champion Drips, 10 gal. cans in case..	8.50

(Testimony of Nathaniel Green.)

3 9/10 cases Palace drips, 10 gal. cans in case..	16.55
3 bbls. Baking Powder, Golden Gate, less 6 five lb. cans .....	155.00
1/2 bbl. Electric Light Globes.....	21.50
3 cases Lennox Soap.....	6.75
78 cakes Lennox Soap.....	3.90
10 cakes Dinsmore Soap.....	.50
1 Sack Flour.....	.50
450 feet 2 inch Fire Hose & Nozzle.....	180.00
1 adze.....	.75
1 Pick eye.....	.35
2 one gallon Coal Oil Can and one funnel (old)	
1 Roof plate, 6 inch Galvanized iron.....	2.50
1 joint stove pipe and cap 6 inch. Gal. Iron...	1.75
1 joint Terra Cotta Pipe.....	.50
2 shovels (old).....	
1 D. B. Axe (old).....	
1 Steel Bar 16#.....	1.50
3 steel drills 7#.....	1.00
1 Ship Auger—5/8 inch.....	.40
1 Ship Auger, 6 inch.....	1.25
1 Ship Auger, 1 inch.....	1.00
1 Broad Ax.....	2.50
6 Champion Cross Cut Saws.....	8.76
1 Champion Cross Cut Saws.....	1.46
4 lbs. Wire Screen.....	1.00
4 tins Buckets Lubricating Compound.....	2.50
1 eight inch elbow.....	.75
2 1/2 Rolls Oil Cloth.....	2.10
1 Claw Hammer (old).....	.70



(Testimony of Nathaniel Green.)

1 Single hand hammer (old).....	.30
1 Lot small Moulding (W. E. N.).....	
2 Fire Extinguishers.....	20.00
1 Copper Boiler 8 gal.....	1.30
1 box Packing for Large Tramway Wheel....	2.00
1 Tubular Lantern.....	.25
2 Gem plates.....	.50
1 Reel 1 inch wire.....	3.30

Warehouse Basement.

2 Small Vegetable Dishes.....	.10
35 Two Quart Milk Pitchers.....	12.00
2 Broilers.....	
19 one Quart tin cups.....	1.40
166 boxes Candles 40s.....	564.40
46 boxes Candles 20s.....	78.20
3 cases Axle Grease, H and L.....	5.70
2 cases Axle Grease C and S.....	3.80
11 cases Fuse.....	
2400 feet Fuse.....	460.00
1 Truck.....	5.00
2 Window sashes.....	
2 four lb. Hammers.....	1.20
1 S. P. Shovel.....	.50
1 R. P. Shovel.....	.50
1 Pole Ax.....	.45
4 bbls. Mess Pork.....	48.00
4 ten gallon kegs Tomato Ketchup.....	20.00
½ bbl. Vinegar.....	1.50
7½ bbls. Tripe.....	31.50
1½ half bbls. Salmon Bellies.....	78.57

(Testimony of Nathaniel Green.)

10 half bbls. Pigs feet.....	30.00
14 ten gal. kegs Plain Pickles.....	19.60
4 Skimmers .....	.80
2 Flat Skimmers.....	.40
1 Ladle.....	.20
1 ten gal. Coffee Boiler.....	7.50
1 fifteen gal. Coffee Boiler.....	5.00
174 Crates Potatoes.....	174.00
3 Boxes Onions.....	3.75
7 $\frac{1}{2}$ doz. Soup Plates.....	9.50
6 $\frac{1}{2}$ doz. Dinner Plates.....	7.30
1 4/12 doz. Cups and Saucers.....	
2/12 doz. Cups.....	2.25
1 1/2 doz. 10 inch vegetable dishes.....	2.70
1 10/12 doz. 8 inch vegetable dishes.....	2.40
5/12 doz. Scalloped Vegetable dishes.....	1.25
10 tons Blacksmith Coal (estimated).....	140.00
50 sacks Coke.....	25.00
11 bbls. Corn Beef (old stock no value).....	
10 1/2 bbls. Butter.....	263.00
1/3 and 1/2 bbl. Butter.....	8.80
1 forty lb. Bucket Butter.....	8.80
3 bbls. Sauer Kraut.....	21.30
1 bbl. Vinegar.....	1.75
11-5 Gal. Kegs Wor. Sauce.....	27.50
18 half Barrels Lard.....	128.70
23 Rolls Tar Paper.....	23.00
1 Coil Wire Rope 1/4 inch.....	17.50
6 small Boxes Axle Grease.....	1.00
1 Steam Cooking Table complete.....	100.00

(Testimony of Nathaniel Green.)

1 barrel Baking Powder.....	53.80
1 Barrel dishes, Dinner set for small dining room .....	25.00
1 stationary Wash Basin.....	10.00
4 doz. Lantern Globes.....	2.00
22 R. R. Globes.....	1.90
5 Sacks Feed.. . . . .	5.00
1 Fire Extinguisher.....	10.00
3 inch pipe laid to Comet mine from mill (new).....	1341.01

Warehouse 2nd Story.

- 5 2/12 doz. R. P. Shovels (Champion).
- 8/12 doz. R. P. Shovels (Watson).
- 3/12 doz. R. P. Shovels (Occident).
- 11/12 doz. R. P. Shovels (Sunset).
- 1 2/12 doz. S. P. Shovels (Jardiner).
- 3/12 doz. S. P. Shovels (Old).
- 4/12 doz. R. P. Shovels (Old).
- 2 Scoops (Old).
- 6/12 doz. Scoops (new).
- 3 3/12 doz. Brooms.
- 1 Hoe.
- 1 Broad Ax and two handles.
- 1 Box Window Glass 10x14.
- 1/2 box Window Glass 15x16.
- 5 cases Block Matches (Electric).
- 1 case Large lamp chimneys.
- 1 doz. Tubular Lanterns.
- 1 1/2 Bales Oakum.
- 10 Packages Bay Twine (Shawsheen).

(Testimony of Nathaniel Green.)

36 Skeins Twine (Shawsheen).

3 Bales Waste.

1 Coil  $3/4$  inch rope.

1 coil  $5/8$  inch Rope.

6208 Jute Ore sacks.

6 Jute Ore sacks, large.

11 Gunny sacks.

360 lbs. Dried Apples.

160 lbs. Dried Peaches.

125 lbs. Dried Pears, only fair condition.

1 small bundle dried Pears.

2 Chests Tea.

1 Bale Bag Twine.

7 Barrels Rolled Oats.

578 lbs. Rice.

110 lbs. Chicory.

50 lbs. Pearl Barley.

2099 lbs. Roasted Coffee.

$1/2$  Barrel Coffee.

$1/2$  Roll Oil Cloth.

3  $4/12$  doz. D. B. Ax Handles.

7  $11/12$  doz. Pick Handles.

13  $8/12$  doz. Hammer Handles (Double hand).

20 doz. Hammer Handles, 16 inch.

2  $8/12$  doz. Hammer Handles, 18 inch.

2  $2/12$  doz. Hammer Handles, 22 inch.

20 doz. Hammer handles, 20 inch.

$4/12$  doz. Single Bladed Ax Handles.

$2/12$  doz. Adze Handles.

$1/12$  doz. Sledge Handles.

(Testimony of Nathaniel Green.)

- 1 small sheet iron hood.
- 4 single bladed axes and handles.
- 1 Heater.
- 1 six inch Elbow.
- 1 six inch Roof Plate.
- 1 eight inch roof plate.
- 275 lbs. Sago.
- 410 lbs. Tapioca.
- 1050 lbs. Salt.
- 75 lbs. Pitch.
- 500 lbs. Lima Beans.
- 18 lbs. 1/4 inch Rope (cotton).
- 1325 lbs. White Beans.
- 1025 lbs. Brown Beans.
- 755 lbs. Dried Pears.
- 180 lbs. White Beans.
- 55 lbs. Brown Beans.
- 674 lbs. Hominy.
- 195 lbs. Hominy Crits.
- 100 lbs. Pearl Barley.
- 200 lbs. Rice.
- 1000 lbs. Feed.
- 23550 lbs. Flour.
- 7900 lbs. Sugar.
- 1280 lbs. Corn Meal.
- 600 lbs. Crackes Wheat.
- 10 lbs. Rope.
- 240 lbs. Buckwheat.
- 450 lbs. Graham Flour.
- 2 Yukon Stoves.

(Testimony of Nathaniel Green.)

2 joints Stove Pipe 425 lbs. Ham.

1 single Spring Bedstead (old).

9 joints stove pipe, 8 inch.

6 joints stove pipe, 6 inch.

1 roll Drawing paper.

Machine Shop.

1 Steam gauge (old).....	
4 Large Oil Caps.....	1.00
3 Medium Oil Caps.....	.50
6 small Oil Caps.....	.25
1 Wrench.....	1.00
1 Large Cold Chisel.....	.10
1 Lever.....	.20
1 Piece 1 1/2 inch 5/8 steel.....	.15
1 Box old fittings.....	
1 Cock Valve.....	.10
1 Small Globe Valve.....	1.00
1 Ratchet.....	2.50
1 Pet cock.....	.25
1 Die.....	.50
1 Injector Pemberthy.....	10.00
1 Small Wrench.....	.50
1 Steel Key.....	.25
3 Lubricators 1 H 1M 1S.....	30.00
1 Test Pump.....	25.00
1 Boiler Tube Brush.....	.50
1 Vise.....	6.00
1 2" T.....	.15
1 Steel Key.....	.15
2 Flat Wrenches.....	.50

(Testimony of Nathaniel Green.)

1 Large Calliper.....	1.00
1 Large Bench Shears.....	5.00
1 inch Elbo.....	.10
1 Stock and dies small.....	20.00
3 Bit Handles.....	1.50
7 Diamond Bitts.....	3.50
3 Punches.....	.60
1 Small Wedge.....	.20
3 Cooking Irons.....	3.00
2 Cold chisles.....	.50
2 small Globe Valves.....	2.00
1 Pet Cock.....	.25
1 Pelton Water Governor.....	50.00
1 Hydraulic Jack.....	15.00
30 lbs Red Lead.....	3.00
1 Mattock (old).....	
1 Gasoline lamp.....	3.00
One Power Grindstone.....	5.00
1 Crowbar.....	.50
1 small lathe and tools.....	300.00
1 Monkey Wrench.....	1.50
2 small Oilers.....	1.00
39 Taps from 1/4 to 2 inch.....	20.00
6 dies 1/4 inch to 1 1/2 inch.....	3.00
4 Bolt Heads.....	.20
1 Globe Valve.....	1.00
1 Small Globe Valve.....	.50
5 Bitts 1/4 inch 1/2 inch.....	1.00
52 Bolts 6 inch long with washers and-nuts..	2.50
1 lb. 1/2 inch Square Packing.....	.15

(Testimony of Nathaniel Green.)

2 Large Pipe Thread Cutters.....	20.00
6 Bolts 6 inch long with washers and nuts....	.20
1 Small 6 inch long with washers and nuts....	10.00
25 feet Burleigh Rubber Hose.....	25.00
3 Brass Rods 10' x 2".....	7.29
1 Brass Rod 8' x 1".....	4.14
1 Brass Rod 6' x 1/2".....	.72
1 Joint Ten Inch Pipe with flange....	1.00
1 Large Steam Whistle.....	5.00
1 Piece Shafting 8' x 3".....	50.00
1 five foot piece 4" shafting.....	25.00
3 Boxes Old Iron Fittings.....	
1 two inch Steam Governor.....	25.00
8 Burleigh Drills (old and out of repair),....	
1 Power Drill and two Bits for same.....	50.00
1 rail Bender.....	74.50

## Boiler Room.

1 old stove.	3 one inch Ts.
1 old ax.	1 one inch double T.
3 pipe cutters.	9 3/4 inch Ts.
3 pipe threaders and dies.	6 1/2 inch Ts.
1" 2" 3"	1 three inch cap.
1 two inch Globe Valve.	1 1 1/2 inch plug.
1 pair tongs.	1 six inch coupling.
1 large punch.	7 Redneers 2" to 1".
1 pipe vise.	4 1 1/2" Plugs.
1 wheelbarrow (old).	1 one inch plugs.
1 3 lb hammer.	1 3/4 inch plugs.
1 pipe tongs.	52 assorted couplings for
2 Boilers and Firearms	pipe.

Tools.



(Testimony of Nathaniel Green.)

50 feet 2" fire hose.	2 four inch caps.
1 Knowles pump.	2 three inch elbows.
1 Air receiver complete.	7 two inch elbows.
1 Howe scales (old).	7 1½" elbows.
3 lbs. Graphite.	1 three inch bearing (old).
4 sets Brasses.	2-6 inch couplings.
2 six inch bedrings.	3 1½" couplings.
1 1½" Globe valve.	3 three inch unions.
3 Cock (old).	5 1½ inch unions.
4 large flat wrenches.	4 bolts ½' x 4".
15 one inch elbows.	2 Lead Melting Pots.
1 three inch Ts.	1 twelve inch sledge ham- mer.
1 2½ inch Ts.	
5 two inch Ts.	1 chain pipe wrench.
1 socket pipe wrench.	
1 pair tongs (old).	
3 flat wrenches (large).	
3 three inch bolts 3" long.	
1 three foot pinch bar.	
1½" iron rod four feet long.	
1 large oil can.	

Engine Room.

1 large monkey wrench.
2 small flat wrenches.
1 hoe.
2 cold chisels.
1 corking iron.
1 iron pinch bar.
1 two gallon oil cans.
1 funnel.
1 ¾ inch Globe valve.

(Testimony of Nathaniel Green.)

## Small Dining Room.

1 fire extinguisher.	8 chairs.
1 center stand.	1 stove.
4 salt and peppers.	2 extension tables.
11 teaspoons.	1 washstand.
8 tablespoons.	Room off Dining Room.
9 knives.	1 bedstead.
11 forks.	1 spring.
10 small plates.	2 mattresses.
2 sauce plates.	3 pair blankets.
1 doz. white napkins.	1 chair.
7 colored napkins.	1 rug.
1 pitcher.	1 table.
1 scrubbing brush.	1 bedstead cook's room.
2 brooms.	1 mattress.
2 cups.	1 sheet iron stove.
1 tumbler.	1 clock.

## Room Over Store.

4 pairs blankets.	Mill Kitchen Warehouse.
1 cot.	1 mollasses pitcher.
1 store.	1/4 chest Tea.
1 chair.	1 marking pot.
1 lamp.	2 cleavers.
1 bracket lamp.	1 meat saw.
1 single mattress.	1 butcher knife.
1 shovel.	5 one gallon cans syrup.
1 bureau.	1 wooden faucet.
1 lounge.	1/2 barrel Sago.
2 chairs.	1 large coffee mill.

(Testimony of Nathaniel Green.)

- |                       |                                 |
|-----------------------|---------------------------------|
| 1 wash stand.         | 1 shovel (old).                 |
| 1 toilet set.         | 1 stove in mens' bunk<br>house. |
| 2 3/4 bedsteads.      |                                 |
| 5 pair blankets.      |                                 |
| 4 mattresses.         |                                 |
| 1 window shade.       |                                 |
| 1 stove in warehouse. |                                 |
| 1 stove in warehouse. |                                 |

Office.

- |                            |  |
|----------------------------|--|
| 1 stove (round oak).       | 1 common toilet set.                   |
| 1 desk.                    | 1500 large white envelopes.            |
| 1 copying desk and stand.  | 3500 small white envelopes.            |
| 1 safe.                    | 1600 small buff envelopes.             |
| 1 clock.                   | 8 tablets letter size, B. B.<br>head.  |
| 1 fire extinguisher.       | 500 sheets typewriting<br>paper.       |
| 1 electric chandelier.     | 30 small memo. tablets.                |
| 2 lamps.                   | 50 tabs time statement<br>(mixed lot). |
| 1 filing case.             | Office books.                          |
| 3 letter files.            | 5 window shades.                       |
| 3 chairs.                  | 4 leather mail pouches.                |
| 1 high stool.              | 1 telephone and switch<br>board.       |
| 1 steel tape measure.      |  |
| 1 steel engineers ruler.   |  |
| 1 steel engineers square.  |  |
| 1 wooden engineers square. |  |

(Testimony of Nathaniel Green.)

1 pad pay roll sheets.

1/4 ream journal cap.

2 triangular engineers rule.

Coal Oil Room.

32 1/2 cases coal oil.

Hospital.

1 bed couch.

2 graduates.

1 office desk.

1 scale.

1 center table.

2 cases for drugs.

1 arm chair.

\$40.00 in drugs.

2 rocking chairs.

3 electric chandeliers.

7 chairs (cane bottom).

1 stove (superior oak and pipe).

1 clock.

1 bedroom set.

1 spring mattress (large).

2 toilet sets (common).

2 stands (small).

1 lamp (small).

1 sofa.

6 iron cots (new).

11 window shades (cheap).

Oil cloth (floor) 12 x 12.

Matting (floor) 9 x 15.

1 rug.

12 sheets (new).

1 washstand.

1 lantern.

1 ax.

2 mortars (medicine).

(Testimony of Nathaniel Green.)

100 No. 10 Crucibles.	Mill.
100 scorifiers.	1 set screens.
6 roasting dishes.	3 new copper plates.
1 doz. small tin pans (for samples).	75 ft. 6" canvas belting.
1/2 box pie plates (for samples).	25 ft. 3" canvas belting.
6 pouring moulds.	1 Howe scales.
1 scorifier tray.	6 boxes 7/8 rivets.
2 ring stands.	4 sponges.
2 extra muffles (x 15	2 Rubber bumpers.
2 stoves.	2 extra stems and tapp ets & boss heads.
1 Hoskins Blow pipe tank (1 gal.)	300 Babbit metal.
1 Hoskins Crucible Furnace (nO/3).	1 Motar.
1 Hoskins Muffle Fur- nace (No. 2).	4 tin pails.
1 Old Coke Furnace.	1 grinder.
1 Cupel tongs.	3 reels & 250 ft. 2" fire hose
1 scorifier tongs.	1 ore car (Tron).
1 crucible tongs.	1 hand forge.
1 ax (old).	1 No. 5 Gates Rockbreaker
1 hatchet (old).	4 flat wrenches.
1 Bangler Lamp.	1 shovel.
1 alcohol lamp (small).	1 oiler.
1 small coal oil lamp.	2 pair chain blocks.
1 one wick coal oil stove.	1 elevator.
1 three wick coal oil stove.	1 Pelton water wheel.

(Testimony of Nathaniel Green.)

Mill.	1 eight lb. hammer.
1 hand saw.	1 crow bar.
2 pairs callopers.	1 small Gates rockbreaker.
1 trowel.	2 small pulleys.
4 bitts.	1 elevator belt (new).
1 drawing knife.	1 Kam shaft belt.
2 miner's picks.	2 extra kams.
1 Marlin Spike.	1 paid wooden blocks.
1 pair shears.	4 gold pans.
1 chisel.	
70 quicksilver.	
4 porcelain lined amal. pails.	
5 melting crucibles.	
2 paid pincers.	
14 shoes.	
9 dies.	
1 monkey wrench.	
1 wheelbarrow.	
50 feet fire hose.	
22 sacks asbestos.	
7 large hanging lamps.	
1 scoop shovel.	
1 fire extinguisher.	
1 oil can.	
80 steel keps.	
1 oil stove.	
1 Com. for Gates rockbreaker No. 5.	
2 cog wheels Gates rockbreaker No. 5.	
1 set stell yards.	
2 oil cans.	

(Testimony of Nathaniel Green.)

6 cold chisels.

2 files.

1 punch.

2 crow bars.

1 amalgamating pan.

1 amalgamating barrel.

1 Blake rockbreaker.

Oil House.

1 barrel tar.

3 1/3 barrels red engine oil.

3 barrels black oil.

1 barrel West Virginia oil.

2 barrels Lubricating compound.

1 shovel.

Comet Mine.

Material & Supplies in Comet Building House	106.20
Material & Supplies at Comet Mine.....	162.06
Fuel at Comet Mine.....	200.00
Powder at Comet Mine.....	484.00

Kensington Mine.

Powder.....	53.00
Material and supplies.....	17.00
Material and supplies Building house.....	91.95
Powder in powder house.....	7000.00
12 fire extinguishers (distributed).....	120.00

Retort Room—Upper Story.

1 heater.

1/2 window sash.

1/5 carbon murratic acid (com.).

22 insulators.

(Testimony of Nathaniel Green.)

1 five inch cog wheel.

1 small wheel centrifugal pump.

4 one foot bolts with nuts and washers.

Retort Room—Lower Story.

1 Broad Ax (old).

1 whisk broom.

1/2 carbon sulphuric acid (com).

2 porcelain lined amalgamating pots.

1 shovel.

1/2 carbon nitric acid.

1 bucksaw.

1 empty quicksilver jar.

6 bullion moulds (different sizes).

1 barrel cement.

1 ax (old).

1 armature for hoist.

1 retort and water jacket.

1 melting furnace (stationery).

1 stove (old).

2 baskets tongs.

3 pair tongs.

2 pair mould handles.

Blacksmith Shop.

1 large bellows.

1 anvil.

1 sledge 12 lb.

1 set blacksmith tools.

1 hand machine bolt cutter, and full set taps and dies.

1 grindstone (old).

20 lbs. 3/4 inch washers.

40 lbs. Rivets 1/4 inch x 1/2 inch.

15 lbs. Rivets 1/2 x 2.

30 lbs. Rivets 5/16 x 1/2.



(Testimony of Nathaniel Green.)

20 lbs. Rivets  $5/16$  x 1 inch.

20 lbs. Rivets  $5/16$  x  $1\ 1/8$ .

5 pieces flat iron 13' long, 30" wide,  $3/8$ " thick.

1 square piece iron five feet  $3/8$ " thick.

1 vice.

8 Pick eyes.

1 small sledge.

6  $1/2$  ft.  $2\ 1/2$  round iron.

6 ft. iron  $1/2$ " x 2".

5 ft. iron 2" square.

22 ft. iron  $1\ 1/2$ " round.

10 ft. iron 2 x  $3/4$ .

12 ft. iron 2 x  $5/8$ .

10 ft. iron 4 x  $3/8$ .

10 ft. octagon steel 1".

18 ft. iron 1" round.

10 ft. iron  $3/4$ " round.

25 ft. steel 1 x  $1/2$ .

6 ft. machine drill steel  $1\ 1/4$ .

6 ft. steel  $7/8$  x  $3/4$ .

8 ft. iron  $1/2$  x  $1\ 1/2$ .

56 ft. iron  $3/4$  round.

8  $1/2$  ft. steel  $1\ 1/4$  x  $1/2$ .

17 ft. steel  $1\ 1/4$  x  $1/2$ .

10 ft. octagon steel  $1\ 1/4$ .

34 ft. iron 1" round.

12 ft. iron 1 x  $5/8$ .

36 ft. iron  $1/2$ " round.

20 lbs. blank nuts  $1\ 1/8$ ".

1 piece iron  $5\ 1/2$  x 4' x  $3/8$ ".

(Testimony of Nathaniel Green.)

16 ft. iron 1 1/2 x 2".

16 ft. iron 1 1/2 x 5/8".

16 ft. iron 2 1/2 x 3/8.

16 ft. iron 2" x 1/4".

300 lbs. odds and ends.

## Iron Room.

450# Drill Steel 1 3/4" (machine).

530# Drill Steel 1 1/2" (machine).

215# Drill Steel 1 1/4" (machine).

195c# Drill Steel 1 3/8 (machine).

150# square steel 1 1/4".

70# steel 2 x 3/4.

45# steel 1 1/2 x 3/4.

30# steel 1 1/8 x 5/8.

150# square steel 7/8.

130# square steel 3/4.

55# square steel 3/8.

40# square steel 1/2.

45# square steel 1.

390 octagon steel 1 1/4.

59# round steel 7/8.

40# round steel 1.

90# octagon steel 7/8.

1035# octagon steel 7/8.

195# octagon steel 1.      3240# Track Iron 1 1/2 x  
1/4.

1335# octagon steel 1 1/8.      145# square steel 1 1/4.

215# Iron 2" square.      250# round iron 5/8.

155# Iron 4 x 3/4.      224# round iron 1/2.

120# Iron 4 x 5/8.      368# round iron 5/16.

(Testimony of Nathaniel Green.)

- |                           |                                   |
|---------------------------|-----------------------------------|
| 100# Iron 4 x 1/2.        | 274# round iron 3/8.              |
| 50# Iron 4 x 1/4.         | 42# round iron 1/4.               |
| 215# 3 x 5/8.             | 899# Track iron 3/8 x<br>1 1/2.   |
| 85# 3 x 1/2.              | 16 ft. Iron pipe 1 1/4.           |
| 80# 2 x 5/8.              | 18 ft. Iron pipe 3/4 3/4          |
| 80# 2 x 1/2.              | 732 ft. Iron pipe 1/2.            |
| 115# 1/2 x 1.             | 325 ft. Iron pipe 3/8.            |
| 385# 1 1/2 x 1.           | 120 ft. Iron pipe 1"              |
| 130# Iron 1/4 x 1 1/4.    | 58 ft. Iron pipe 1 3/8.           |
| 120# iron 1/4 x 1 1/2.    | 20 ft. Iron pipe 1.               |
| 65 iron 1/4 x 2.          | 51 ft. Iron pipe 1/2.             |
| 40# iron 3/8 x 1.         | 80# Fish plates.                  |
| 1040# iron 5/8 x 1 3/4.   | 2 full coils telegraph wire.      |
| 545# iron round 1 3/4.    | 11 & 1/3 kegs 10 penny<br>nails.  |
| 310# iron round 1 1/2.    | 7 kegs 8 penny nails.             |
| 165# iron round 1 1/4.    | 50# 6 penny nails.                |
| 75# iron round 1 1/8.     | 2 kegs 20 penny nails.            |
| 60# iron 5/8 x 1 1/2.     | 1 keg 6 penny finishing<br>nails. |
| 180# flat iron 1 1/2 x 8. | 1 keg 8 penny finishing<br>nails. |
| 140# round iron 1"        | 2 kegs track bolts.               |
| 680# round iron 7/8.      | 3/4 keg 12 penny cut nails.       |
| 95# round iron 3/4.       | 1/2 keg 6 penny nails.            |
| 95# round iron 2".        | 2 kegs track spikes.              |
| 145# Flat iron 6 x 1/2.   | 7 1/2 kegs 60 penny nails.        |
| 260# Flat iron 6 x 3/4.   | 5 1/2 kegs 40 penny nails.        |
| 89# Flat iron 6 x 1/4.    | 6 1/2 kegs 30 penny nails.        |

(Testimony of Nathaniel Green.)

370# Flat iron 2 x 17 kegs	20 penny nails.
1/2.	6 kegs R. R. spikes.
	2 ten inch blocks purchase treble.
1/2 doz. 2" Ts.	1 barrel sulphur.
4 7/12 doz. three inch el- bows.	1 centrifugal pump.
5 two inch check valves.	4 four inch Ts.
3 one inch check valves.	1 four inch cap.
37 four lb. striking ham- mers.	1 four inch sleeve.
1 half inch check valve.	1 tuyre.
2 1 1/4 inch Globe valve.	2 1/4 inch Globe valves.
1 1 1/4 inch Gate valve.	138 couplings various sizes.
3 1 1/2 inch Globe valve.	27 Ts various sizes.
1 1/2 inch Check valve.	4 two inch caps.
1 1/2 inch Globe valve.	52 two inch couplings.
2 one inch Globe valve.	8 three inch nipples.
8 1/2 inch elbows.	1 two inch nipple.
4 one inch Ts.	1 1 1/2 inch nipple.
4 two inch Redmars.	2 1 inch nipple.
3 1 1/2 Redmars.	3 three inch unions.
1 one inch Redmars.	1 1 1/2 inch nozzle.
26 one inch elbows.	1 1 1/4 inch nozle.
11 1 1/2 Inch elbows.	1 1 inch nozzle.
2 two inch elbows.	1 3/4 inch nozzle.
2 2 1/2 inch Redmeers.	1 1/2 inch nozzle.
1 three way couplings.	5 three inch nipples.
2 three inch caps.	2 two inch nipples.

(Testimony of Nathaniel Green.)

2 two inch sleeves.	12 1 1/2 inch nipples.
2 two inch caps.	6 1 inch nipples.
2 1 1/2 inch Redmeers.	2 3/4 inch nipples.
25 1/4 inch elbows.	4 1/2 inch nipples.
13 3/8 inch elbows.	7 3/8 inch nipples.
4 3/8 inch Ts.	1 Hydraulic ram.
12 1/4 inch Ts.	1 Street railway motor.
3 wheelbarrows wheels.	500 lbs. odds and ends no
36 eight lb. hammers.	value.
2 doz. drifting pick eyes 3	
lb.	

**Exhibit "F" [Attached to Receiver's Exhibit No. 78].**

Statement of Liabilities and Payments.	Berners Bay Milling & Mining Co. Due	Paid	Bal. due
Bonds.....	200,000.00		200,000.00
Indian Tickets.....	2,841.36	681.00	2,160.36
Checks outstanding.....	14,023.41	12,124.98	1,898.43
Voucher account.....	19,483.86	13,217.29	6,266.57
Pay checks.....	426.00	278.95	147.05
Notes Payable.....	4,244.90		4,244.90
Orders.....	100.05	444.00	244.95
F. D. Nowell, Agent.....	11,110.80	527.75	10,583.05
Nowell Gold Mining Co.....	41,051.36		41,051.36
Labor account.....	19,667.24	16,111.41	3,555.83
T. S. Nowell.....	62,157.97		62,157.97
Boston, Office, T. S. N.....	272,056.09		272,056.09
Steamer Rustler.....	8,284.74	857.38	7,427.36
E. F. Cassel.....	38.56	20.00	18.56
W. E. Nowell.....	1,702.08		1,702.08
T. H. George.....	2,136.14	83.33	2,052.81
Nowell Bros.....	5,406.04	72.50	5,333.54
Alaska Dray. Co.....	772.84		772.84
J. F. Malony.....	363.30		363.30
A. W. Ross.....	1,863.21	1,158.65	704.56
T. S. Nowell check account.....	30,000.00		30,000.00
F. H. Nowell.....	1,582.52		1,582.52
Outstanding bills.....	4,500.57	4,500.57	
	<hr/> 703,912.04	50,077.31	653,834.23

(Testimony of Nathaniel Green.)

**Exhibit "G" [Attached to Receiver's Exhibit No. 78].**

## SEWARD GOLD MINING CO.

## Statement of Liabilities, Payments and Balances Due.

Labor account.....	7457.80	7405.02	52.78
Pay checks.....	20.37	20.37	
Northern Bell G. M. Co.....	7556.78		7556.78
Nowell Bros.....	1231.66		1231.66
Indian Tickets.....	1108.00	30.00	1078.00
F. D. Nowell.....	148.35		148.35
Checks outstanding.....	877.40	833.40	44.00
Bills outstanding.....	49.90	49.90	
	<hr/>		
	18,450.26	8,338.69	10,011.57

**Exhibit "H" [Attached to Receiver's Exhibit No. 78].**

## NORTHERN BELLE GOLD MINING CO.

## Statement of Liabilities, Payments and Balances Due.

	Due	Paid	Bal. Due
Labor account.....	3,756.75	3,316.16	440.59
Vouchers.....	5,480.87	3,253.82	2,227.05
Pay checks.....	3.75	3.75	
J. H. Moyle.....	82.55		82.55
Boston Office—T. S. Nowell.....	592.24	88.68	503.56
Indian Tickets.....	914.50	17.50	897.00
F. D. Nowell.....	155.02		155.02
F. D. Nowell, Agent.....	11.00		11.00
Nowell Bros.....	782.64		782.64
Checks outstanding.....	988.90	809.50	179.40
Berners Bay M. & M. Co.....	42,653.88		42,653.88
	<hr/>		
	55,500.47	7,567.78	47,932.69

(Testimony of Nathaniel Green.)

**Exhibit "I" [Attached to Receiver's Exhibit No. 78].**

Statement of all Amounts Due Laborers and Em-  
ployes of the Berners Bay Mining and Mill-  
ing Co. When Same Went into the Hands of a  
Receiver.

W. C. Alling.....	4.00
F. Alletag.....	.25
C. A. Borkland.....	39.95
Wm. Breslin.....	88.50
F. Bernando.....	7.25
W. H. Bryant.....	107.85
W. H. Burch.....	34.42
J. Bound.....	115.95
A. Boatman.....	168.50
J. L. Brown.....	33.10
J. Balkwell.....	100.50
J. B. Barnes.....	13.00
J. Bowden.....	5.00
T. Corcoran.....	236.33
C. Clapp.....	.92
E. Cunningham.....	308.68
P. Crossen.....	653.20
J. Carlson.....	3.50
J. Ceynette.....	.50
P. Clarkin.....	170.70
A. Casey.....	1.00
D. Crowley.....	205.10
M. Campbell.....	129.60
O. Crane.....	201.30

(Testimony of Nathaniel Green.)

J. W. Carpenter.....	67.04
T. Cullon .....	115.00
R. Cassidy.....	84.75
W. Carter .....	83.13
W. J. Coyle.....	73.75
T. Connors.....	15.75
W. Cunningham.....	100.00
B. Coggins.....	80.80
J. Corrigan .....	87.25
F. Coggins.....	11.00
M. J. Connors.....	29.85
M. Connors .....	21.65
Ed Donnelly .....	46.15
T. Driscoll.....	124.15
R. Dahlgleish .....	3.00
Wm. Donahue.....	44.65
J. E. Davis.....	5.75
J. Dugus.....	62.00
R. Dick.....	32.85
J. H. Denning.....	1.25
J. C. Dolan.....	5.90
J. Dolan.....	94.50
G. Falkenstein .....	30.75
W. Fugler .....	953.75
T. Flemming.....	352.35
J. Flemming.....	226.20
C. Flynn.....	209.50
Jas. Garrity .....	1.95
N. Greene .....	8.71
J. Gleason .....	154.75
A. Glugennetti .....	.63



(Testimony of Nathaniel Green.)

H. D. Gillis.....	160.05
M. Gunderson.....	130.03
D. Gallagher.....	96.25
A. Gallagher.....	4.50
T. Gleem.....	57.60
A. Hart.....	.50
J. Harmon.....	1.50
J. Harris.....	.10
J. Henkleman.....	3.50
J. D. Harrigan.....	339.15
C. E. Hoyer.....	621.58
M. Hallisey.....	363.00
W. E. Hunter.....	146.75
W. R. Hendryn.....	64.00
N. Harvey.....	243.85
D. Holland.....	127.50
A. Henderson.....	61.25
J. N. Hennessy.....	302.95
M. Herman.....	82.35
W. B. Jones.....	.10
C. Joki.....	177.60
Wm. James.....	19.25
C. D. Knapp.....	19.80
P. Keating.....	283.30
J. Kemp.....	1192.48
J. Kiernan.....	50.00
Eugene Knapp.....	400.05
J. King.....	201.92
O. Kirk.....	49.80
J. Kirby.....	309.50
P. Kirk.....	79.18

(Testimony of Nathaniel Green.)

M. Kochever.....	39.38
L. Krauskoff.....	63.78
M. M. Laughlin.....	82.00
R. Lungreen.....	10.05
Wm. McDonald.....	17.05
W. J. McGlew.....	776.28
D. McCartney.....	42.05
L. McCormick.....	166.38
P. McGriskin.....	435.55
J. C. McIntosh.....	83.65
W. J. McLaughlin.....	11.50
D. McAuliffe.....	15.90
P. McCloskey.....	8.25
P. McNichols.....	26.00
J. Morrow.....	428.30
M. Matthias.....	8.00
M. Morean.....	92.19
M. Matthewson.....	17.60
J. H. Moyle.....	29.24
M. Matthews.....	239.35
Wm. Munroe.....	1047.45
F. Munroe.....	248.60
Otto Moore.....	3.50
O. Morris.....	99.45
P. Mullaney.....	15.75
D. Morrisson.....	88.13
J. Malneicht.....	53.00
P. Murry.....	8.25
G. S. Magarell.....	3.00
F. Noyes.....	120.70

(Testimony of Nathaniel Green.)

E. E. Noble.....	260.70
Thos Milligan.....	71.75
Jas. Newsit .....	19.75
G. Olsen.....	5.65
A. Ostrand.....	1082.97
B. C. O'Neck.....	4.00
J. O. O'Brien.....	154.80
E. O'Donnell.....	51.70
J. O'Neill.....	75.75
H. O'Donnell.....	329.82
M. Petrich.....	121.70
G. Perry.....	178.00
J. Powers.....	27.00
Chas. Peterson .....	3.00
C. Perelli.....	4.00
L. Pierce .....	.75
J. Rodelat.....	3.50
H. Randall.....	3.10
L. Raymond .....	41.25
P. Rolands.....	23.10
J. Redmond.....	71.50
Wm. Stewart .....	.50
F. Savory.....	10.00
J. Sullivan.....	324.75
Jas. Sweeney .....	183.10
W. A. Stout.....	148.45
Geo. Smith .....	1.50
Ed Thornton.....	161.25
L. Udine.....	.63
J. Weidmark.....	40.44
T. Williams.....	1.50

(Testimony of Nathaniel Green.)

M. Whitney.....	255.10
Robert Wardell.....	349.45
T. Waldron.....	8.50
W. C. Willy.....	1.00
J. Woods.....	19.75

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 19667.24

**Exhibit "J" [Attached to Receiver's Exhibit No. 78].**

**BERNERS BAY MINING & MILLING CO.**

Statement of Labor Claims Paid by F. D. Nowell.

Tom Cassidy.....	84.75
Dan Crowley.....	205.10
Chas Flynn.....	209.50
Jas. Gleason.....	154.75
Mike Whitney.....	255.10
Wm Breslin.....	88.50
John O'Brien.....	153.25
M. J. Connors.....	29.85
Pat Crossen.....	653.20
Hugh O'Donnell.....	329.82
Wm. Donahue.....	44.65
Dennis Holland.....	127.50
J. Dugus.....	62.00
Pat Kirk.....	79.19
John Flemming.....	226.20
Tom Flemming.....	352.35
Jas. Corrigan.....	87.25
Pat McGriskin.....	435.55
J. L. Brown.....	33.10

(Testimony of Nathaniel Green.)

Pat McNichol.....	26.00
J. Weidmark.....	40.44
Jos. Bound.....	115.95
E. Cunningham.....	308.68
Jos. Malnerich.....	53.00
T. Driscoll.....	124.15
W. Carter.....	83.13
O. Kirk.....	39.80
J. C. Dolan.....	5.90
Mike Connors.....	21.65
O. Morris.....	99.65
W. H. Hunter.....	146.75
W. H. Bryant.....	107.85
D. Gallagher.....	96.25

#2 BERNERS BAY M. & M. CO.

Statement of Labor Claims Paid by F. D. Nowell.

O. Crane.....	201.30
D. McCartney.....	42.05
P. Mullaney.....	15.75
Tim Corcoran.....	236.33
P. Keating.....	283.30
T. Cullom.....	115.00
E. E. Noble.....	260.70
F. Munroe.....	248.60
D. Morrison.....	88.13
Jas. Sweeney.....	183.10
Neil Harvey.....	243.85
J. W. Carpenter.....	67.04
Jas. Balkwell.....	100.50
B. Coggins.....	80.80
P. Clarkin.....	170.70

## (Testimony of Nathaniel Green.)

T. Milligan .....	71.75
F. Coggins.....	11.00
W. R. Hendry.....	64.00
A. Henderson .....	61.25
Jas. Kirby.....	309.50
J. Woods.....	19.75
J. Redmond.....	71.50
L. McCormick.....	166.33
John Dolan.....	94.50
T. Connors.....	15.75
M. Herman.....	82.35
H. D. Gillis.....	160.05
W. J. Coyle.....	73.75
John Sullivan .....	324.75
Pat Murry.....	8.25
J. O'Neill.....	75.75
M. Petrich.....	121.70
M. Kochever.....	39.38

## #3 BERNERS BAY MILLING &amp; MINING CO.

## Statement of Labor Claims Paid by F. D. Nowell.

J. B. Barnes .....	13.00
W. Cunningham .....	100.00
E. Knapp .....	400.05
J. Hennessy .....	302.95
Mike Campbell .....	130.60
D. McAuliffe.....	15.90
J. C. McIntosh.....	83.65
G. Falkenstein.....	30.75
M. Mathews .....	239.35
C. D. Knapp.....	19.80

(Testimony of Nathaniel Green.)

P. McCloskey .....	8.25
Wm. James .....	23.55
W. A. Stout.....	148.44
P. Rolando .....	23.10
J. Kemp .....	1192.48
Jos. King .....	201.92
E. O'Donnell .....	51.70
W. A. Monroe .....	300.00
C. Joki .....	177.60
A. Gallagher .....	4.50
R. Wardell .....	350.95
T. Glenn .....	57.60
J. Morrow .....	100.00
G. Ostrand .....	200.00
W. Fugler .....	100.00
W. Burch .....	34.42
N. Green .....	8.71
J. Neswit .....	19.75
C. A. Borkland .....	39.95
R. Raymond .....	41.25
C. E. Hoyer.....	242.96
W. J. McGlew.....	775.40
M. Hallisey .....	363.00
M. Mareane .....	92.19
J. D. Harrigan.....	339.15
A. Bortman .....	168.50
Ed Thornton .....	100.00
L. Krauskoff .....	63.78
Mike Gunderson .....	130.03

(Testimony of Nathaniel Green.)

**Exhibit "K" [Attached to Receiver's Exhibit No. 78].****Labor Claims Against the Berners Bay Mining & Milling Co. Yet Unpaid.**

W. C. Alling.....	4.00
F. Alletag .....	.25
F. Bernando .....	7.25
<del>A. Boatman .....</del>	<del>108.50</del>
J. Bowden .....	5.00
C. Clapp .....	.92
J. Carlson .....	3.50
J. Ceynette .....	.50
A. Casey .....	1.00
Ed Donnelly .....	46.15
R. Dahlgleheish .....	3.00
J. E. Davis.....	5.75
R. Dick .....	32.85
J. H. Denning .....	1.25
W. Fugler .....	853.75
J. Garrity .....	1.95
A. Gengennetti .....	.63
<del>M. Gunderson .....</del>	<del>120.05</del>
A. Hart .....	.50
J. Harman .....	1.50
J. Harris .....	.10
J. Henkleman.....	3.50
<del>J. D. Harrigan .....</del>	<del>339.15</del>
C. E. Hoye .....	378.62
W. B. Jones.....	.10
J. Kiernan .....	50.00



(Testimony of Nathaniel Green.)

L. Krauskoff .....	63.78
M. M. Laughlin .....	82.00
R. Lugreen .....	10.05
Wm. McDonald .....	17.05
W. J. McLaughlin.....	11.50
M. Matthias .....	8.00
M. Matthewson .....	17.60

# 2 Labor Claims Against the Berners Bay Mining & Milling Co. Yet Unpaid.

J. H. Moyer.....	29.24
Wm. Munroe .....	747.45
Otto Moore .....	3.50
G. S. Magerell .....	3.00
F. Noyes .....	120.70
Thos. Milligan .....	71.75
G. Olson .....	5.65
A. Ostrand .....	882.97
B. C. O'Neck.....	4.00
G. Perry .....	178.00
J. Powers .....	27.00
Chas. Peterson .....	3.00
C. Perelli .....	4.00
L. Pierce .....	.75
J. Rodelat .....	3.50
H. Randall .....	3.10
Wm. Stewart .....	.50
F. Savory .....	10.00
Geo. Smith .....	1.50
Ed. Thornton .....	61.25
L. Udine .....	.63

(Testimony of Nathaniel Green.)

T. Williams .....	1.50
T. Waldron .....	8.50
W. C. Willy.....	1.00
	\$3555.83
	<del>3720.76</del>

**Exhibit "L" [Attached to Receiver's Exhibit No. 78].**

Statement of all Amounts Due Laborers and Employes of the Seward Gold Mining Co. When Same Went into the Hands of a Receiver.

James Abbott .....	101.58
A. Bartman .....	18.75
W. H. Bryant.....	71.35
W. M. Burch.....	3.82
Wm. Breslin .....	104.15
Tom Behne .....	1.30
M. Burns .....	93.70
John Boyle .....	66.10
Lon Bradbury .....	134.15
J. B. Barnes .....	111.35
P. Bonner .....	95.10
M. Campbell .....	25.75
Wm. Cunningham .....	118.35
M. J. Conners .....	91.63
M. Conners .....	94.85
T. Conners .....	118.15
P. Crossen .....	173.00
J. Corrigan .....	65.05
P. Clarkin .....	52.55
T. Corcoran .....	104.85

(Testimony of Nathaniel Green.)

D. Crowley	113.55
O. Crane	82.75
F. Coggins	110.00
J. W. Carpenter	50.35
E. Carpenter	25.80
W. Carter	110.55
C. Cunningham	62.50
T. Cullom	90.75
B. Coggins	107.95
C. S. Cotton	27.52
J. Dolon	52.35
T. Driscoll	88.00
J. C. Dolan	95.80
D. W. Donohue	104.12
P. Dolan	8.25
G. Falkenstein	91.43
T. Flemming	118.75
C. Flynn	83.00
J. Flemming	104.25
M. Gunderson	7.25
A. Gallagher	.65
M. Greene	160.99
T. Glenn	94.45
H. Gillis	115.75
J. Gleason	105.75
D. Gallagher	97.40
A. Henderson	86.40
M. Hallisey	78.80
N. Harvey	118.90
D. Holland	97.13

(Testimony of Nathaniel Green.)

J. N. Hennessey	312.15
Z. Krauskoff	7.50
C. D. Knapp	136.40
M. Kochever	92.00
O. Kirk	34.80
J. Kirby	84.25
P. Keating	93.63
J. Lyddon	69.60
P. McGill	9.05
P. McNulty	11.10
T. McMullen	28.50
P. McCoy	58.50
P. McCloskey	114.85
D. McAuliffe	97.55
P. McGrisken	108.75
P. McNichol	116.65
D. McCarty	11.45
J. S. Morgan	21.75
D. Morrison	62.30
J. Malerich	79.70
P. Murray	100.50
P. Mullaney	104.43
O. Morris	64.95
J. Newsit	25.25
T. Nelligan	109.75
H. O'Donnell	122.13
J. O'Neil	105.25
J. O'Brien	101.05
H. J. O'Donnell	67.85
Ed. O'Donnell	166.50

(Testimony of Nathaniel Green.)

M. Petrich .....	134.75
J. Redding .....	20.60
J. Redmond .....	106.50
W. A. Stout .....	161.56
J. P. Sweeney .....	117.05
J. Sullivan .....	64.30
H. Tognoli .....	2.50
J. Woods .....	89.60
J. W. McGlue .....	4.60
Mike Whitney .....	97.85
Wm. James .....	2.70
	<hr/>
	7460.50

**Exhibit "M" [Attached to Receiver's Exhibit No. 78].**

SEWARD GOLD MINING CO.

Statement of Labor Claims Paid by F. D. Nowell.

Dan Crowley .....	113.55
Chas. Flynn .....	83.00
Jas. Gleason .....	105.75
Mike Whitney .....	97.85
Wm. Breslin .....	104.15
John O'Brien .....	101.05
M. J. Connors .....	91.63
Pat Crossen .....	173.00
Hugh O'Donnell .....	122.13
Wm. Donohue .....	104.12
Dennis Holland .....	97.13
John Flemming .....	104.25
Tom Flemming .....	118.75

(Testimony of Nathaniel Green.)

Jas. Gorrigan .....	65.05
Pat McGriskin .....	108.75
Pat McNichol .....	116.65
J. Malnerich .....	79.70
T. Driscoll .....	88.00
W. Carter .....	110.55
O. Kirk .....	34.80
J. C. Dolan .....	95.80
Mike Connors .....	94.85
O. Morris .....	64.95
E. Carpenter .....	25.80
W. H. Bryant .....	71.35
D. Gallagher .....	97.40
O. Crane .....	82.75
D. McCartney .....	11.45
P. Mullaney .....	104.43
Tim Corcoran .....	104.85
P. Keating .....	93.63
T. Cullom .....	90.75

## #2 SEWARD GOLD MINING CO.

Statement of Labor Claims Paid by F. D. Nowell.

D. Morrison .....	62.30
Jas. Sweeney .....	117.05
Neil Harvey .....	118.90
J. W. Carpenter .....	50.35
Jas. Abbott .....	101.58
B. Coggins .....	107.95
P. Clarkin .....	52.55
T. Nelligan .....	109.75
John Boyle .....	66.10

(Testimony of Nathaniel Green.)

F. Coggins .....	110.00
A. Henderson .....	86.40
Jas. Kirby .....	84.25
J. Woods .....	89.60
John Redmond .....	106.50
T. Conners .....	118.15
H. J. O'Donnell .....	67.85
John Dolan .....	52.35
Mike Burns .....	93.70
H. D. Gillis .....	115.75
John Sullivan .....	64.30
Pat Murray .....	100.50
J. J. Lyddon .....	69.60
J. O'Neill .....	105.25
M. Petrich .....	134.75
M. Kochever .....	92.00
J. B. Barnes .....	111.35
W. Cunningham .....	118.35
C. S. Cotton .....	27.52
J. Hennessy .....	312.15
Mike Campbell .....	25.75
Dan McAuliffe .....	97.55
Geo. Falkenstein .....	91.43
C. Cunningham .....	62.50
C. D. Knapp .....	136.40

#3 SEWARD GOLD MINING CO.

Statement of Labor Claims Paid by F. D. Nowell.

P. McCloskey .....	114.85
Wm. James .....	2.70
P. Bonner .....	95.10

(Testimony of Nathaniel Green.)

W. A. Stout .....	161.56
E. O'Donnell .....	166.50
A. Gallagher .....	.65
T. Glenn .....	95.45
N. Greene .....	160.99
W. M. Burch .....	3.82
T. McMullen .....	12.00
J. S. Morgan .....	21.75
L. Bradbury .....	134.15
J. Neswit .....	25.25
W. J. McGlew .....	4.60
M. Hallisey .....	78.80
P. McCoy .....	58.50
A. Bortman .....	18.75
L. Krauskoff .....	7.50
Mike Gunderson .....	7.25

**Exhibit "N" [Attached to Receiver's Exhibit No. 78].**

Labor Claims Against the Seward Gold Mining Co.  
yet Unpaid.

<del>A. Bartman.....</del>	<del>18.75</del>
Tom Behne .....	1.30
P. Dolan.....	8.25
<del>M. Gunderson.....</del>	<del>7.25</del>
<del>Z. Krauskoff.....</del>	<del>7.50</del>
P. McGill.....	9.05
P. McNulty.....	11.10
J. Redding.....	20.60
H. Tognoli.....	2.50

96.30

52.80



(Testimony of Nathaniel Green.)

**Exhibit "O" [Attached to Receiver's Exhibit No. 78].**

Statement of all Amounts Due Laborers and Employes of Northern Belle Gold Mining Co. when Same Was Placed in the Hands of a Receiver.

J. Abbott.....	\$ 4.65
A. Bartman.....	5.00
M. Baldwin.....	10.00
J. L. Brown.....	144.75
C. A. Borkland.....	66.95
J. Bound.....	59.24
M. Burns.....	4.05
J. Balkwell.....	73.20
P. Brown.....	10.50
E. Cunningham.....	104.05
J. Corrigan.....	22.50
T. Cassidy.....	79.30
W. J. Coyle.....	224.80
M. Campbell.....	25.25
J. E. Davis.....	.75
J. Dugers.....	72.75
P. Dolan.....	2.50
J. Fleming.....	.50
Wm. Fugler.....	81.62
M. Gunderson.....	4.25
A. Gallagher.....	5.00
N. Green.....	83.44
W. R. Hendry.....	125.40
W. Herman.....	96.85

## (Testimony of Nathaniel Green.)

W. H. Hunter.....	84.15
C. E. Hoye.....	157.04
J. D. Harrigan.....	144.10
C. Joki.....	3.65
Wm. James.....	4.55
D. Krauskops.....	4.40
Eugene Knapp.....	170.46
Joe King.....	114.78
P. Kirk.....	137.60
J. Kemp.....	107.90
P. McGill.....	5.00
J. C. McIntosh.....	43.00
J. S. Morgan.....	4.00
J. Morrow.....	122.70
M. Moreane.....	134.95
J. Meilandt.....	50.30
M. W. Monroe.....	304.95
F. Monroe.....	94.27
Mat Matson.....	41.55
F. McMullen.....	67.75
J. McLaughlin.....	27.33
E. E. Noble.....	30.52
G. Ostrand.....	89.53
J. Rolands.....	8.00
L. Raymond.....	81.15
P. Rolands.....	3.50
D. W. Starrett.....	203.80
Ed Thorton.....	100.00
Robert Wardell.....	80.50
H. C. Wills.....	5.00
J. Weidmark.....	20.50

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 3754.23

(Testimony of Nathaniel Green.)

**Exhibit "P" [Attached to Receiver's Exhibit No. 78].**

**NORTHERN BELLE GOLD MINING CO.**

Statement of Labor Claims Paid by F. D. Nowell.

H. Herman	96.85
Tom Cassidy	79.30
J. Dugus	72.75
Pat Kirk	137.60
Jas Corrigan	22.50
J. L. Brown	144.75
J. Weidmark	20.50
Jos Bound	59.24
E. Cunningham	104.05
W. H. Hunter	84.15
E. E. Noble	30.50
F. Munroe	94.27
Jas. Abbott	4.65
Jas. Balkwell	73.20
W. R. Hendry	125.40
Mike Burns	4.05
W. J. Coyle	224.80
T. McMullen	67.75
E. Knapp	170.46
Mike Campbell	25.25
M. Matson	41.55
Wm. James	4.55
P. Rolando	3.50
D. W. Starrett	179.35
J. Kemp	107.90
Jos. King	114.78

(Testimony of Nathaniel Green.)

W. A. Munroe.....	304.95
C. Joki.....	3.65
A. Gallagher.....	5.00
H. Wardell.....	80.50
John Mielandt.....	50.30
N. Green.....	83.44

## #2 NORTHERN BELLE GOLD MINING CO.

Statement of Labor Claims paid by F. D. Nowell.

C. A. Borkland.....	66.95
C. E. Hoye.....	157.04
J. C. McIntosh.....	43.00
P. Broon.....	10.50
M. Baldwin.....	10.00
L. Raymond.....	81.15
J. McLaughlin.....	27.33
M. Marcane.....	100.00
J. D. Herrigan.....	144.10
A. Bartman.....	5.00
L. Krauskoff.....	4.40
Mike Gunderson.....	4.25

Labor Claims Against the Northern Belle Gold Mining Co. yet Unpaid.

J. E. Davis.....	.75
P. Dolan.....	2.50
J. Flemming.....	.50
Wm. Fulger.....	81.62
<del>M. Gunderson.....</del>	<del>4.26</del>
<del>J. D. Harrigan.....</del>	<del>144.10</del>
<del>D. Kunsstoff.....</del>	<del>4.00</del>
P. McGill.....	5.00
J. Morgan.....	4.00

(Testimony of Nathaniel Green.)

J. Morrow.....	122.70
G. Ostrand.....	89.53
J. Rolando.....	8.00
Ed Thornton.....	100.00
H. C. Wills.....	5.00
	<hr/>
	419.60

**Exhibit "R" [Attached to Receiver's Exhibit No. 78].**

**BERNERS BAY MINING & MILLING CO.**

Detail of Expenses—E. F. Cassel, Recvr.

Postage stamps.....	1.15
Telegrams to T. S. Nowell, Boston.....	10.50
Office Fuel.....	12.75
Boat Fares.....	160.00
Office Desk and chair.....	55.65
Stationery and printing.....	77.00
Postoffice box rent.....	.50
For taking inventory.....	115.00
Board of laborers' committee.....	26.50
Office clerk hire.....	352.08
Laborers at B. B. Dec. 1897.....	409.51
Laborers at B. B. Jan. 1898.....	992.60
Laborers at B. B. Feb. 1898.....	475.19
Court fees—filing papers.....	5.00
Attorney's fees.....	1,012.50
Salary of E. F. Cassel, Receiver.....	750.00
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	4,155.93

(Testimony of Nathaniel Green.)

**Exhibit "S" [Attached to Receiver's Exhibit No. 78].**

**BERNERS BAY MINING & MILLING CO.**

Detail Expenses—F. D. Nowell, Receiver.

Laborers at Berners Bay Feby 1898.....	475.21
Laborers at Berners Bay March 1898.....	47.65
Meat for laborers.....	84.40
Boat fares and traveling expenses.....	340.75
Express on coin received and remittances....	262.85
Office clerk hire.....	100.00
Office fuel.....	6.25
Material for cleaning machinery.....	2.00
Recording fees.....	1.25
Superintendant's salary.....	100.00
Assays.....	77.40
Attorney's fees.....	275.00
Insurance.....	19.75
	<hr/>
	1,792.51

[Endorsed] No. 603. In the United States District Court in and for Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Receivers Report No. 2. Filed May 6, 1898. Albert D. Elliot, Clerk. J. H. Cobb, Atty. for Recr.

Mr. BARNHILL.—I now exhibit an order, dated May 7th, 1898, approving Receiver's Report No. 2, and ask that it be marked Receiver's Exhibit No. 79.

Mr. SHACKLEFORD.—We urge the same objection to the previous order.

(Testimony of Nathaniel Green.)

COURT.—Overruled it may be admitted and so marked.

(Whereupon the following was marked Receiver's Exhibit No. 79:)

**Receiver's Exhibit No. 79 [Order Approving Report No. 2, Dated May 7, 1898].**

Apr. 13, 1907. Receiver's Exhibit 79. A. W. Fox Dep. Clerk.

[Title of Court and Cause No. 603.]

May 7th, 1898

Now, on this day came on to be heard the report No. 2 of the receiver herein, covering the administration of said Receiver, from the 28th day of Febr, 1898, to the 29th day of April, 1898; and the Court having heard said report, and duly considered thereof, it is ordered that the action of the Receiver in failing to borrow money and issue Receiver's certificates therefor, as authorized and directed on March 7th, 1898, was, under the changed conditions fully warranted, and is hereby approved. It is further ordered that the receiver's expense account, as shown in Exhibit "S" to said report, aggregating (\$1,792.51) seventeen hundred and ninety-two dollars and fifty-one cents, is hereby approved and allowed. It is further ordered that report be, and the same is hereby in all things approved and ordered filed.

CHARLES S. JOHNSON,  
Judge U. S. District Court in and for Alaska.

(Testimony of Nathaniel Green.)

[Endorsed]: No. 603. In the United States District Court in and for Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Order approving Receiver's Report No. 2. Filed May 7, 1898, Albert D. Elliot, Clerk. J. H. Cobb.

Mr. BARNHILL.—I now offer Receiver's Report No. 3, made to Charles S. Johnson, Judge, and filed in this case on the 8th day of June, 1898, for the same purpose, and ask that it be marked Receiver's Exhibit No. 80.

Mr. SHACKLEFORD.—We urge the same objection that we did to the last report offered.

COURT.—Objection overruled. It may be admitted and marked.

(Whereupon the following was offered and marked Receiver's Exhibit No. 80:)

**Receiver's Exhibit No. 80 [Report No. 3 of F. D. Nowell, Filed June 8, 1898].**

Apr. 13, 1907. Recr's Exhibit 80. A. W. Fox Dep. Clerk.

[Title of Court and Cause No. 630.]

To the Hon. Chas. S. Johnson, Judge:

Now comes F. D. Nowell Receiver of the properties of the defendant companies, and makes this his report No. 3, and shows:

1.

Your Receiver's last report No. 2, closed on the 29th day of April, 1898.



(Testimony of Nathaniel Green.)

2.

Your Receiver, since the last report has received the following sums on account of the Berners Bay Mining and Milling Co., to wit:

Desk sold.....	\$ 40.00
Portland Alaska Gold Mining Co.....	450.00
Sale of powder, 2000 lbs. Giant & 20 boxes caps material and supplies account.....	413.00
<hr/>	
Total.....	903.00

In the last report, exhibit A, is shown an item of \$831.63 due from the Portland Alaska Gold Mining Co. Your Receiver presented this account and demanded payment thereof, but such payment was refused on the ground that the Portland Alaska Gold Mining Co. had a valid off-set against a large part thereof. In addition to this, your Receiver learned that said Company was about to close out its affairs in Alaska, and that it was exceedingly doubtful whether said money could be collected by suit, even should a judgment for the full amount be recovered. Under these circumstances, and acting under the advice of counsel, your Receiver compromised the whole matter by accepting the said sum of \$450.00 net to the Berners Bay Mining and Milling Co. which your receiver believes to be a fair and reasonable settlement and more advantageous than the risk and expense of a suit.

The desk reported sold is the one purchased by E. F. Cassel, Receiver, which was not further needed and was sold at cost.

(Testimony of Nathaniel Green.)

Since the last report, your Receiver has paid out

40 2

the sum of \$8,736.45 as follows:

In the Berners Bay Mining & Milling

Co. . . . . 14.50

Indian Labor Tickets. . . . . 14.50

Labor Account.

R. Dagleish . . . . . 39.75

R. Dick. . . . . 32.85

J. E. Davis. . . . . 5.75

P. McGill. . . . . 5.00

J. W. Fulger. . . . . 450.00

553.85

Expense Account.

Assay material. . . . . 2.10

Salary J. J. Clark, May. . . . . 50.00

Receiver's Rolls at Berners Bay. . 50.00

Labor account at Berner's Bay. . 21.00

Court Costs Paid. . . . . 5.80

Attorney's Fee (Paid on acct.

May Salary) . . . . . 90.00

Attorney's Expenses to Sitka. . . . 7.13

Hospital Account, Clarke. . . . . 92.00

One years Insurance on Buildings

at Berners Bay. . . . . 1609.69

Fare to Sitka, E. F. Cassel,

Recvr. . . . . 52.00

(Not before reported)

1979.92

F. D. Nowell. . . . . 386.70

Vouchers Account. . . . . 3248.97

(Testimony of Nathaniel Green.)

W. E. Nowell.....	290.32	
Orders Account .....	5.25	
J. H. Moyle.....	65.00	
A. M. Ross.....	704.56	
T. H. George.....	60.00	
Check Account, Dexter, Horton & Co. ....	828.92	
Bills account.....	5.20	
Steamer Rustler .....	496.96	<del>8622.53</del>
	—————	6091.88

In Northern Belle Gold Mining Co.

Labor Account.

J. E. Davis.....	.75	
P. McGill.....	5.00	5.75
	—————	
Check Account, Dexter, Horton & Co. ....	100.00	105.75
	—————	

In Seward Gold Mining Co.

Labor Account.

P. McGill.....	4.45	
P. McNulty.....	4.40	
	—————	8.85

4.

In the above statement of expense account, the item of \$1609.69 is the premium for insurance for the current year in the defendant companies plant, buildings, etc. at Berners Bay, Your Receiver deeming it proper and advisable to take out such insurance.

(Testimony of Nathaniel Green.)

5.

All payments shown above, excepting the sum of \$903.00 received as shown in paragraph 2, have been made out of funds furnished by Thos. S. Nowell, to your receiver as agent.

6.

Your Receiver prays that this his report No. 3 which closed on May 31st, 1898, be approved and ordered filed, and that his action in compromising the said claim against the Portland Alaska Gold Mining Co. be approved, and for such orders and directions as the Court may deem proper.

F. D. NOWELL,

Receiver.

United States of America,  
District of Alaska,—ss.

I, F. D. Nowell named as receiver in the above and foregoing report, being sworn, say on oath that the matters and things set forth in said report are true.

Sworn and subscribed to before me this the ——— day of June, 1898.

[Seal]

[Endorsed]: No. 603. In the United States District Court in and for Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Receiver's Report No. 3. Filed Jun. 8, 1898. Albert D. Elliott, Clerk. John H. Cobb, Atty. for Recr.

(Testimony of Nathaniel Green.)

Mr. BARNHILL.—I now offer an order signed by Charles S. Johnson, Judge, approving the report of the receiver filed in this cause on June 8, 1898. I ask that it be marked Receiver's Exhibit No. 81.

Mr. SHACKLEFORD.—We urge the same objection as urged to the last order.

COURT.—Objection overruled. It may be admitted.

(Whereupon the following was marked Receiver's Exhibit No. 81:)

**Receiver's Exhibit No. 81 [Order Approving Report No. 3, dated June 8, 1898].**

Apr. 13, 1907. Receiver's Exhibit 81. A. W. Fox, Dep. Clerk.

June 8th, 1898.

[Title of Court and Cause No. 603.]

Now, on this day came on to be heard the report No. 3 of F. D. Nowell, Receiver, covering the administration of said Receiver from April 29th to May 31st, 1898, and the Court having heard said report and fully considered thereof, hereby approves the same, and order it filed. It is further ordered that the action of said Receiver in compromising and settling the claim of the Berners Bay Mining & Milling Co. against the Portland-Alaska Gold Mining Co. be approved, and that the expense account of said Receiver aggregating \$1979.82 including the years insurance on the defendant Companies buildings at Berners Bay be approved and allowed.

CHARLES S. JOHNSON,  
Judge.

(Testimony of Nathaniel Green.)

[Endorsed]: No. 603. In the United States District Court in and for Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Order Approving Receiver's Report No. 3. Filed Jun. 8, 1898. Albert D. Elliott, Clerk. John H. Cobb, Atty. for Recr.

Mr. BARNHILL.—I now offer Receiver's Report No. 4, filed in this cause on July 11, 1898, for the same purpose.

Mr. SHACKLEFORD.—We urge the same objection as to the previous reports and also the further objection that the report has never been verified by the receiver.

COURT.—Overruled. It may be admitted.

Mr. BARNHILL.—I ask that it be marked Receiver's Exhibit No. 82.

COURT.—It may be so marked.

(Whereupon the following was marked Receiver's Exhibit No. 82:)

**Receiver's Exhibit No. 82 [Report No. 4 of F. D. Nowell, Filed July 11, 1898].**

Apr. 13, 1907. Recrs. Exhibit 82. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

Now, comes F. D. Nowell, Receiver herein, and makes this his Report No. 4, and shows:

1.

Your Receiver's last report, No. 3, closed on May 31st, and this report closes June 30th, and therefore covers the month of June 1898.

(Testimony of Nathaniel Green.)

2.

During the said month no claims against the Defendant Companies have been presented for payment except the claim of Willis E. Nowell for \$187.32 on account, which was paid on June 21st, and is the only payment made on indebtedness of Defendants during said month.

3.

Your receiver further reports, that during said month, he has necessarily incurred and paid out in expenses in the care, preservation and management of the property in his hands as receiver the following sums, to wit:

Freight bills .....	\$134.10
J. H. Moyle, salary as assayer.....	200.00
On account salary of attorney for mo. ending	
June 30 .....	25.00
J. A. Logan, clerk, salary Feb. 12 to June 30	246.25
Fish for men at Northern Belle Mines.....	6.00
<hr/>	
Total .....	\$ 611.36

Your receiver has also paid a bill of \$2.50 to the Juneau Ferry & Navigation Co. incurred by the former receiver herein, in January last, and not heretofore reported or paid; making total payments on account of expenses during said month of \$613.85.

4.

There was a lot of ore in the mill at Berners Bay which your receiver had milled and cleaned up, and obtained therefrom a bar of gold bullion weighing

(Testimony of Nathaniel Green.)

159.08 ounces, which has been shipped under general orders heretofore given, for *conversation* into cash, but the returns therefrom have not yet been received.

5.

Your receiver further reports, that acting under the order heretofore the mines and mill of the defendant companies whenever in his judgment the same should be expedient and for the best interests of all parties, and for the interest and proper preservation of the property in the hands of the receiver; and acting also at the request and with the consent of all parties in interest; your receiver, about the 15th day of June, 1898, sent a force of men, in charge of Willis E. Nowell, as Superintendent, to Berners Bay, and began the opening up and extraction of ore from the mines of the Defendant Companies there; and, unless otherwise directed by the Court, your receiver will, at an early date, as soon as there is sufficient ore extracted for that purpose, begin the operation of the mill there and the reduction of said ore, and the extraction of bullion therefrom; being thoroughly satisfied that same can be done at a large profit over and above all expenses, and the value of the said mines and mill be thereby preserved and enhanced.

Your receiver further reports that the details of the work done and expenses incurred at Berners Bay so far, have not as yet been received from the said Superintendent, owing to the want of facilities in communication between that place and Juneau, and hence are not given herein, but same will be included



(Testimony of Nathaniel Green.)

in next report, as well as the amount of cash obtained for said bullion.

6.

Your receiver shows that in undertaking the operation and working of said mines and mill, he has acted under authority heretofore given to the former receiver herein by the Court to that effect, being advised that such authority justified his action, especially as such action was desired by all parties in interest, and a large part of the best mining season would have been lost if your receiver had waited to obtain more specific direction from the Court. But your receiver deems it proper at this time, and now prays the Court not only to approve the action he has already taken in the premises but to specifically grant him the authority, and direct him to continue such operation and working of said mines and mill; and for showing therefor says: That such operation and working can be done at a large profit over and above all expense; for that the said Companies had, prior to the appointment of the receiver herein, done a very large amount of development work on said mines and put same in condition to be worked at a great profit; that by obtaining the profit thus to be had the corpus of the property in the hands of the receiver will be producing a revenue, and the defendants will thereby be enabled to satisfy all claims against them and end this litigation at a much earlier period than otherwise; that if said mill remains idle it will necessitate a considerable expense for watch-

(Testimony of Nathaniel Green.)

men and keepers and insurance, without paying any return therefor, and even then will deteriorate in value more than if it were in actual use; and that upon said mines, development work, consisting of several thousand feet of tunnelling has been done, and unless the same are worked such tunnelling will cave, fill, and get out of repair, and thereby become greatly deteriorated in value. So that the operation of said mines and mill is necessary to the proper care and preservation of said property.

7.

And averring his desire and readiness at all times to fully obey and carry out the orders of the Court, your receiver prays that the authority herein asked for be given, that his expense account be allowed, that his action taken herein be approved, and for such orders and directions as to the Court may seem proper, and this report be approved and ordered filed.

F. D. NOWELL,

Receiver.

United States of America,  
District of Alaska,—ss.

I, F. D. Nowell, being first duly sworn, depose and say on oath that I am the identical person named as receiver in the foregoing report, that I have read said report and know the contents thereof, and that the matters and things therein set forth are true as I verily believe.

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(Testimony of Nathaniel Green.)

Subscribed and sworn to before me this the ——— day of July, 1898.

—————, \_\_\_\_\_,  
————— in and for the District of Alaska.

[Endorsed]: No. 603. In the United States District Court in and for Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Receiver's Report No. 4. Filed Jul. 11, 1898. Albert D. Elliot, Clerk. J. H. Cobb.

Mr. BARNHILL.—I now exhibit an order of this Court which was filed in this cause on July 11, 1898, approving Receiver's Report No. 4 for the same purpose and ask that it be marked Receiver's Exhibit No. 83.

Mr. SHACKLEFORD.—We urge the same objection as to the previous orders and the further objection that it is an order approving a report which is not verified.

COURT.—Objection overruled. It may be admitted.

(Whereupon the following was offered and marked Receiver's Exhibit No. 83:)

**Receiver's Exhibit No. 83 [Order Approving Report No. 4, Filed July 11, 1898].**

Apr. 13, 1907. Recrs. Exhibit 83. A. W. Fox, Dep. Clerk.

July, 1898.

[Title of Court and Cause No. 603.]

Now, on this day came on to be heard the Report No. 4 of the Receiver, F. D. Nowell, covering the ad-

(Testimony of Nathaniel Green.)

ministration of the receivership estate during the month of June, 1898; and the Court having heard said report, and duly considered thereof, and being fully advised in the premises, said report is in all things approved and ordered filed herein. And because it is the opinion of the Court that the expense account shown in said report, aggregating the sum of \$613.85, were proper and necessary expenditures in the administration of the property in the hands of the receiver, said expense account is hereby allowed.

And because it further appears to the Court, and the Court is therefore of the opinion that the mines and mill of the defendant companies at Berners Bay can be operated at a profit by the Receiver, at that it is for the best interests of all parties hereto that same should be operated, and because it further appears to the Court that unless said mines and mill are worked and operated they will deteriorate in value while lying idle, and will necessitate a large expense for watchmen, keepers, and insurance, without producing any return therefor. It is ordered that the action of the Receiver in opening up and beginning the operation of said mines and mill, as shown in paragraph 5 of said report, be, and the same is hereby in all things approved.

It is further ordered that the authority asked for by the Receiver in paragraph 6 of said report, be, and the same is hereby granted, and the said Receiver, F. D. Nowell, is hereby authorized and directed to continue the working and operation of said mines and

(Testimony of Nathaniel Green.)

mill, if in his judgment the same can be done at a profit, and report his action in the premises fully to the Court.

CHARLES S. JOHNSON,

Judge.

[Endorsed]: No. 603. In the United States District Court in and for Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Company et al., Defendants. Order Approving Receiver's Report No. 4. Filed Jul. 11, 1898. Albert D. Elliott, Clerk. John H. Cobb.

Mr. BARNHILL.—I now exhibit a report of the Receiver, F. D. Nowell, No. 5, filed November 15th, 1898, and ask that it be marked Receiver's Exhibit No. 85.

Mr. SHACKLEFORD.—We urge the same objection as to the previous reports.

COURT.—Overruled. It may be admitted.

(Whereupon the following was offered and marked Receiver's Exhibit No. 85:)

**Receiver's Exhibit No. 85 [Report No. 5 of F. D. Nowell, Filed Nov. 15, 1898].**

Apr. 13, 1907. Recer's. Exhibit 85. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

Report No. 5 of the Receiver herein, covering the months of June, July, August, and September, 1898.

Now, comes F. D. Nowell, Receiver herein and reports to the Court as follows to wit:

(Testimony of Nathaniel Green.)

1.

The last report herein was presented and approved on the 11th day of last July, and your Receiver shows that owing to the character of his duties, and the nature of the property in his hands he has been unable to present a further report until the present time for that the properties being administered by him are situated at Berners Bay, about 60 miles from Juneau, and there is consequently considerable delay in obtaining from there the details of expenses incurred, and work done; a further delay results from the fact that it requires several weeks to get a return from shipments of bullion or concentrates from the mill to the markets and smelter on the sound, or other points in the United States. For these reasons your receiver show that it is impracticable to make monthly reports as he has heretofore done, and asks the Court to permit him to make quarterly reports hereafter.

2.

Your Receiver shows, that the last report for the month of June, as is shown therein, covered only a portion of the business for said month as complete statement thereof could not then be made because of the want of time in which to obtain the details thereof from Berners Bay. And for the sake of clearness, this report will cover the whole period from June 1st to September 30th, 1898.

3.

When your receiver began the opening up and

(Testimony of Nathaniel Green.)

working of these mines, and the operation of the mill of the defendant companies, at Berners Bay, last June as shown in his report No. 4 he found that the shutting down of same when the said properties were placed in the hands of a receiver last December, and their lying idle for about six months had resulted in the works getting into a bad state of repair. A great deal of the water piping had been burst from freezing; the tunnels cross-cuts and levels, in the mines proper had in many places caved and filled; the tramways needed thorough repairing; and the mill the same. The work necessitated by these conditions your receiver has had done. The piping has been repaired or replaced with new piping; the mines, tunnels, cross-cuts and levels, have been cleaned out and thoroughly timbered and the tramways and mills have been thoroughly cleaned, repaired and put in first class condition. Said work is largely in the nature of permanent improvement and development and has enhanced the value of the properties. The cost of such repairs and development is included in the expense account, hereinafter shown; but as it was done in conjunction with the operation of the mines, and mill, such cost is not and cannot be separately shown in detail. Such cost will aggregate not less than \$6000.00 while the cost of operation and maintenance, office and court expenses of every kind is properly chargeable with the balance of \$8,995.50.

4.

The total cash receipts of your receiver as such,

(Testimony of Nathaniel Green.)

from June 1st to Sept. 30th, 1898 inclusive aggregates the sum of \$16573.09. A detailed statement of said receipts marked "Exhibit A" is attached hereto and made a part hereof.

5.

During the same period your receiver has paid \$6176.60 upon the indebtedness of said defendant companies, and has paid out the sum of \$15,995.50 in expenses necessarily incurred by him as receiver; a detailed statement of all said payments is shown in "Exhibit B" attached hereto and made a part hereof. An examination of said statement shows of the old indebtedness paid \$723.65 was on claims for labor. And your Receiver further shows that on the labor claims shown in detail in his report No. 2 there only remains unpaid in all the Companies the sum of \$2756.63 all of which is ready to be paid when presented. Your Receiver further reports that he has been able to meet every claim presented. Of the sums shown in the expense account, the sum of \$2496.56 was for supplies a large amount of which is still on hand, the precise quantity cannot be stated without an inventory.

6.

Your receiver further reports that owing to the condition of the property and the work of repairing etc. shown in paragraph 3 above he has not been able heretofore to run the mill at its full capacity the average number of stamps operated being about twenty or one half the capacity of the mill. But



(Testimony of Nathaniel Green.)

hereafter your Receiver expects at about the same expense, to be able to run the mill at its full capacity, and at least double the output.

7.

In conclusion your Receiver asks that his report No. 5 be approved, and his expense account allowed, and that hereafter he be permitted to make quarterly instead of monthly reports herein.

F. D. NOWELL,  
Receiver.

United States of America,  
District of Alaska,—ss.

F. D. Nowell, being duly sworn deposes and says: I am the same person named as Receiver above. That the above report is true in point of fact as I verily believe.

F. D. NOWELL,

Subscribed and sworn to before me this second day of October, 1898.

J. F. MALONY,  
Notary Public in and for Alaska.

(Testimony of Nathaniel Green.)

**Exhibit "A" [Attached to Receiver's Exhibit No. 85].**

F. D. NOWELL, RECEIVER.

Receipts June 1st 1898 to Sept. 30, 1898, Misc'l, Bul'n C C'entrates. 1898

July	11th	Rec'd for wood sold Moran Bros.	800.00	
	15th	Rec'd from Jualin MC. Co. on acc't.....	33.50	
		Rec'd from P. C. S. S. Co. overehg.....	27.80	
	21st	Rec'd for wood sold M. Campbell.....	11.00	
	23rd	Rec'd from P. C. S. S. Co. rebate.....	887.77	
	26th	Rec'd for Piles sold Jorgenson.....	576.90	
Aug.	13th	Rec'd for Bullion Bar #1.....		1462.43
	22nd	Rec'd for Concentrates.....		4693.75
	26th	Rec'd for Dockage at Seward..	2.50	
Sep't.	12th	Rec'd for ret prem on Ins cane'l.....	220.70	
	6th	Rec'd Bullion #2.....		3156.74
	18th	Rec'd for Concentrates estm....		2200.00
		Rec'd for Bullion #3.....		1000.00
	15th	Rec'd for from Mellem M. & M. Co. on act.....	500.00	
	24th	Rec'd for notes payable....	1000.00	
			\$4060.17	5619.17
				6893.75

Recapitulation.

Misc'l Receipts.....	\$4060/17
Bullion Receipts.....	5619.17
Concentrates Receipts....	6893.75
Grand Total.....	\$16573.09

**Exhibit "B" [Attached to Receiver's Exhibit No. 85].**

F. D. NOWELL, RECEIVER.

Payments June 1st 1898 to Sep't 30th 1898. Indebtedness Expenses 1898

June	3rd	Paid M. Mareau for check #1012.....	\$ 100.00	
		Paid P. C. S. S. Co. for freight.....		1.76
		Paid J. H. Cobb on acc't.....		75.00
		Paid W. E. Nowell on acc't.....		10.00

(Testimony of Nathaniel Green.)

14th	Paid J. H. Cobb on acc't.....		75.00
13th	Paid P. C. S. S. Co. for freight.....		134.10
24th	Paid M. Matson for supplies.....		12.00
26th	Paid J. H. Logan for services.....		56.65
	Paid J. J. Clarke for services.....		100.00
21st	Paid Str. Coleman fare T. H. George....		4.00
25th	Paid J. H. Cobb on acc't.....		15.00
12th	Paid J. H. Moyle on acc't.....		200.00
	Paid Nowell G. M. Co.....	749.47	
	Paid G. A. Anderson ck. #35.....	8.50	
	Paid G. A. Anderson voucher.....	13.02	
	Paid G. A. Anderson voucher.....		1.50
	Paid G. A. Anderson ck. #1007.....	50.00	
	Paid Str. Rustler on acc't.....	45.07	
30th	Paid Juneau T. & N. Co. freight.....		2.50
21st	Paid W. E. Nowell on acc't.....	187.32	
July 3rd	Paid Str. Rustler on acct.....	122.50	
7th	Paid Str. Rustler on acct.....	231.68	
	Paid Exchange.....	7.65	
	Paid Alaska Meat Co.....		109.09
13th	Paid B. M. Behrends.....		40.96
	Paid C. A. Pauley.....		40.00
	Paid Indian Labor tickets redeemed....	4.00	
16th	Paid Malony & Winn on acc't.....	179.00	
11th	Paid Moran Bros. Vr. 42.....	28.50	
	Paid Moran Bros. Exchange.....	1.90	
14th	Paid J. H. Cobb, on acc't.....		100.00
	Paid J. H. Cobb expense to Sitka....		10.00
	Paid P. C. S. S. Co. freight.....		5.03
23d	Paid Str. Detroit, order.....	24.00	
	Paid P. C. S. S. Co. freight.....		372.86
	Paid J. H. Morgan, for labor.....	4.00	
	Forward.....	\$1756.61	\$1365.45

Page (2)

1898		Indebtedness	Expense
July	Brought forward....	\$1756.61	\$1365.45
23rd	Paid Ogn. Imp. Co. Voucher #585.....	9.90	
15th	Paid Nowell G. M. Co. on acc't.....	20.43	
23rd	Paid Str. Rustler, on acc't.....	6.05	
	Paid Nowell G. M. on acct.....	197.89	
	Paid J. Wagner Mfg. Co. Voucher #107.....		9.20

(Testimony of Nathaniel Green.)

16th	Paid J. P. Jorgenson.....	6.80	
	Paid Str. Rustler on acc't.....	92.84	
	Paid Nowell G. M. Co. on acc't.....	218.89	
Aug.			
1st	Paid P. C. S. S. Co., Freight.....		9.41
5th	Paid C. W. Young, Exchange.....	7.83	
	Paid C. W. Young, Voucher.....	238.40	
	Paid T. H. George on acc't.....	1500.00	
	Paid P. C. S. S. Co. Freight.....		183.89
13th	Paid J. W. Fugler for labor.....	250.00	
	Paid Jno. Morrow for labor.....	100.00	
15th	Paid J. H. Cobb on acc't.....		50.00
	Paid Pay Check #1798.....	14.00	
	Paid Juneau T. & N. Co. Frt.....		.25
16th	Paid J. H. Cobb on acc't.....		50.00
18th	Paid Koehler and James Exchange....	74.35	
19th	Paid Alaska Meat Co.....		409.67
	Paid Str. Rustler on acc't.....	67.20	
	Paid Koehler and James G. M. Co. supplies		381.35
	Paid Str. Rustler on acc't.....	161.08	
25th	Paid Alaska Treadwell G. M. Co. sup- plies.....		17.60
26th	Paid Order of J. Dolan.....	107.95	
29th	Paid Freight & chgs. on Bullion Bar #1..		19.52
	Paid J. H. Cobb Att'y.....		50.00
	Paid Frt. & chgs. on concentrates..		1024.93
Sep't			
3rd	Paid P. C. S. S. Co. Freight.....		54.18
5th	Paid J. Kiernan labor.....	50.00	
3rd	Paid Bodwell Bros. supplies.....		48.40
	Paid J. H. Cobb on acc't.....		50.00
9th	Paid Str. Rustler on acc't.....	134.82	
10th	Paid B. M. Behrends, supplies.....		439.78
	Paid B. M. Behrends, on acc't.....	177.62	
		<hr/>	
		\$5192.66	\$4163.63

(Testimony of Nathaniel Green.)

1898.

		Indebtedness.	Expense.
	Brought Forward .....	\$5192.66	\$4163.63
Sep't.			
10th	Paid Nowell G. M. Co. on acc't.....	29.75	
	Paid W. E. Nowell on acc't. ....	6.00	
	Paid Str. Rustler on acc't .....	15.00	
12th	Paid Marine Insurance .....	5.93	
	Paid Nowell G. M. Co. on acc't .....	94.04	
	Paid Manheim Ins. Co. ....	26.85	
10th	Paid Mitchell, Lewis & Staver Co. "Sup"....	14.00	
	Paid J. J. Clark, Services .....		100.00
14th	Paid Str. Rustler, on acc't. ....	120.00	
15th	Paid J. J. Moyle on acc't .....		10.00
17th	Paid P. C. S. S. Co., Freight .....		72.66
	Paid J. J. Clarke, Acc't services.....		100.00
	Paid N. Green, acc't services .....		225.80
12th	Paid J. P. Jorgenson, supplies .....		582.91
	Paid G. A. Anderson, supplies.....		33.42
13th	Paid Str. Rustler on acc't .....	200.00	
14th	Paid Shattuck & Co., Marine Ins.....		48.75
	Paid Koehler & James M. Co., Supplies.....		462.54
	Paid Str. Rustler on acc't .....	101.86	
18th	Paid Traveling Ex to B. Bay.....		5.50
20th	Paid J. H. Cobb, on acc't .....		175.00
	Paid T. H. George, on acc't.....	100.00	
21st	Paid J. H. Cobb Ex. to Sitka.....		20.00
	Paid Calvert Co., Voucher.....	5.15	
23d	Paid Str. Rustler, on acc't .....	94.55	
	Paid P. C. S. S. Co., freight .....		13.59
24th	Paid Nowell Bros., on acc't .....	10.00	
27th	Paid N. Green on acc't .....		125.00
	Paid W. E. Nowell, on acc't.....	7.50	
	Paid J. H. Cobb for court fee.....		20.00
30th	Paid Str. Rustler, on acc't.....	153.35	
	Paid Com. sent to B. B. for Labor, June 1st to Sep. 30th, 1898 .....		9836.70
		\$6176.60	\$15995.50

[Endorsed]: No. 603. In the United States District Court in and for Alaska. Decker Bros., Plaintiff, vs. Berners Bay Mining & Milling Co. et al., Defendants. Receiver's Report No. 5. Filed Nov. 15, 1898. Albert D. Elliot, Clerk. J. H. Cobb.

(Testimony of Nathaniel Green.)

Mr. BARNHILL.—I next exhibit an order filed in this case on November 15, 1898, signed by Charles S. Johnson, Judge, approving Receiver's Report No. 5 for the same purpose and ask that it be Marked Receiver's Exhibit No. 86.

Mr. SHACKLEFORD.—We urge the same objection as to the last order.

COURT.—Overruled: It may be admitted and marked.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 86:)

**Receiver's Exhibit No. 86 [Order Approving Report No. 5, Dated Nov. 15, 1898].**

Apr. 13, 1907. Recrs Exhibit 86. A. W. Fox  
Dep. Clerk.

[Title of Court and Cause No. 603.]

Now, on this the 15th day of November 1898, came on to be heard the report of F. D. Nowell, Receiver herein, being Report No. 5 of said Receiver and covering the months of June, July, August, and September, 1898. And the Court having heard said report and fully considered thereof, approves the same and orders it filed as a part of the record herein. It is further ordered by the Court that the expense account of the receiver shown in said report for said months, and aggregating the sum of \$15,995.50 be allowed. It is further ordered that from and after this date the said Receiver make a report of his administration as receiver herein, quarterly, that is to

(Testimony of Nathaniel Green.)

say every three months, instead of monthly as heretofore, and that the next report be made for the months of October, November, and December, 1898.

CHARLES S. JOHNSON,  
Judge.

[Endorsed]: No. 603. In the United States District Court in & for Alaska. Decker Bros. vs. Berners Bay Mining & Milling Co. et al. Order Approving Receiver's Report No. 5. Filed Nov. 15, 1898. Albert D. Elliot, Clerk.

Mr. BARNHILL.—I now exhibit Receiver's Report No. 6, filed February 20, 1899, for the same purpose and ask that the same be marked Receiver's Exhibit No. 87.

Mr. SHACKLEFORD.—We urge the same objections as to the previous reports offered.

COURT.—Overruled. It may be admitted and marked.

(Whereupon the following was marked and filed as Receiver's Exhibit No. 87:)

**Receiver's Exhibit No. 87 [Report No. 6 of F. D. Nowell, Dated Feb. 16, 1899].**

Apr. 13, 1907. Recrs Exhibit 87. A. W. Fox Dep. Clerk.

[Title of Court and Cause No. 603.]

To the Honorable Charles S. Johnson, Judge of the said Court:

I.

Now, comes F. D. Nowell, Receiver of the properties of the above-named defendants, and makes this

(Testimony of Nathaniel Green.)

his report number 6. Report number 5, closed the 30th day of September, 1898, and this report covers the full business of said companies in the hands of your Receiver from the 1st day of October, 1898, to the 31st day of December, 1898 inclusive.

Your receiver shows that during the quarter covered by this report has operated the plant of the defendant companies, and has vigorously pushed the development work authorized by the Court. That he has had constructed as a part of such development work a new boarding-house at the Kensington mine (which however is not yet completed) a blanket sluice plant, telephone line from office to the Kensington mine, both tramways have been thoroughly repaired, and new cables placed in position thereon, and a large amount of development work has been done in both the Kensington and Comet mines whereby a large amount of ore has been opened up. The whole plant has been also kept and maintained in a thorough state of repair and good working order. Increased expenses caused by the permanent development work has required more money than the net income derived from the operation of the mill, and pursuant to the authority heretofore given the Receiver in the month of November, 1898, he borrowed upon Receiver's Certificates issued in Alaska, the sum of nine thousand dollars (\$9,000) such other amounts as he has needed has been furnished him upon his individual account by Thomas S. Nowell. A full



(Testimony of Nathaniel Green.)

statement of all the sums coming into the hands of your Receiver during the quarter aforesaid is hereto attached, marked Exhibit "A," and made a part hereof and shows an aggregate of \$32,388.84.

III.

In the expenses of the development work aforesaid, operation of mill and all other expenses incident to the receivership, your Receiver has paid out the sum of \$28,736.41, all of which was necessarily incurred in the performance and discharge of his duties as receiver herein; a full schedule of said expenses account is hereto attached, marked Exhibit "B" and made a part hereof.

IV.

During the quarter aforesaid your Receiver has paid out upon the old indebtedness of the defendant companies heretofore authorized and directed to be paid the sum of \$3,652.43, a full statement of which is showed in Exhibit "C" hereto attached, and made a part hereof.

V.

Your Receiver shows that he has not yet succeeded in negotiating a sale of the \$75,000 of Receiver certificates heretofore authorized by the Court upon terms satisfactory to the parties in interest in this litigation and that said parties have advanced such moneys as were necessary to carry out the purposes for which said certificates were ordered to be issued, pending a more favorable sale of the same. The temporary loan of \$9,000 heretofore mentioned has been repaid, a full statement of

(Testimony of Nathaniel Green.)

which will appear in the next report. By the action aforesaid your Receiver will be enabled, he is satisfied, to save the defendant companies a considerable sum in interest charges, and such course was desired and advised by the parties mentioned in interest in this litigation.

VI.

In conclusion your Receiver asks that this report be approved and ordered filed. That the expense account be allowed and for such other orders and instructions as to the Court may seem proper.

F. D. NOWELL,  
Receiver.

J. H. COBB,  
Attorney for Receiver.

United States of America,  
District of Alaska,—ss.

F. D. Nowell being duly sworn deposes and says: I am the Receiver mentioned in the foregoing report. The matters and things set forth in the said report are true.

F. D. NOWELL.

Subscribed and sworn to before me this 16th day of February, 1899.

[Seal]

J. H. COBB,  
Notary Public in & for Alaska.

(Testimony of Nathaniel Green.)

**Exhibit "A" [Attached to Receiver's Exhibit No. 87].**

For Quarter Ending December 31st, 1898.  
1898.

Receipts.

Oct.	Received from T. S. Nowell	\$ 3,531.64
Oct.	Received from F. D. Nowell, Agent	75.60
Oct.	Received from Dockage fees at Se- ward City	7.50
Oct.	Received from Str. Rustler	55.00
Oct.	Received from Seward City a/c Bullen &	5,779.73
Oct.	Received from F. D. Nowell per- sonally	25.00
Oct.	Received from Str. Rustler	444.70
Nov.	Received from Str. Rustler	150.00
Nov.	Received from T. S. Nowell	4,967.68
Nov.	Received from Seward City a/c Bullen &	621.35
Nov.	Received from Seward City Dock- age fees	2.50
Nov.	Received from Cancelling fire in- surance	437.74
Nov.	Receivers Cert. No. 1	9,000.00
Nov.	Received from Nowell Brothers	17.00
Nov.	Received from F. D. Nowell per- sonally	564.27
Nov.	Received from American Gold M. Co.	55.50

(Testimony of Nathaniel Green.)

Dec.	Received from Seward City a/c Bullen &	2,560.00
Dec.	Received from Str. Rustler	180.00
Dec.	Received from Seward City a/c Bullen &	1,193.19
Dec.	Received from Nowell G. M. Co.	5.50
Dec.	Received from F. D. Nowell per- sonally	80.00
Dec.	Received from T. S. Nowell	1,364.62
Dec.	Received from Overdraft at Bank	1,270.32
	Total	\$32,388.84

**Exhibit "B" [Attached to Receiver's Exhibit No. 87].**

Expense Account for Quarter ending December 31,  
1898.

Oct.	Paid for Interest and Exchange...\$	13.84
Oct.	Paid for Salary J. J. Clarke.....	100.00
Oct.	Paid for Str. Fare T. H. George...	5.00
Oct.	Paid for J. H. Cobb, Receiver's Atty.....	25.00
Oct.	Paid for Nevada Rest, a/c Board W. E. N.....	60.55
Oct.	Paid for Salary N. Greene....	125.00
Oct.	Paid for a/c Str. Rustler.....	371.67
Oct.	Paid for labor.....	5,360.04
Oct.	Paid for Material and supplies....	2,815.95
Oct.	Paid for Freight and Supplies.....	203.63
Oct.	Paid for F. D. Nowell Personally..	350.00
Nov.	Paid for labor.....	9,359.64

(Testimony of Nathaniel Green.)

Nov.	Paid for material and supplies....	2,474.65
Nov.	Paid for a/c Str. Rustler.....	626.60
Nov.	Paid for Salary N. Greene..	125.00
Nov.	Paid for J. H. Cobb.....	150.
Nov.	Paid for J. J. Clarke.....	100.00
Nov.	Paid for Olds & Orton Board of B. Warden.....	44.00
Nov.	Paid for stationery for office.....	14.50
Nov.	Paid for interest and exchange....	308.31
Nov.	Paid for F. D. N. Personally.....	19.90
Nov.	Paid for T. S. Nowell.....	3.55
Dec.	Paid J. J. Clarke salary.....	100.00
Dec.	Paid N. Greene.....	175.00
Dec.	Paid stationery for office.....	18.50
Dec.	Paid for material and supplies....	820.70
Dec.	Paid labor.....	4,344.89
Dec.	Paid interest and exchange....	83.32
Dec.	Paid a/c Str. Rustler.....	507.82
Dec.	Paid a/c A. M. G. M. Co.....	5.25
Dec.	Paid F. D. Nowell personal.....	24.00
	Total	<u>\$28,736.41</u>

**Exhibit "C" [Attached to Receiver's Exhibit No. 87].**

Paid for Account Indebtedness Incurred Prior to Receivership.

Oct.	Nowell Gold Mining Company, a/c.\$	152.90
Oct.	Labor Tickets redeemed.....	2,630.26
Oct.	Paid W. E. Nowell.....	50.00
Nov.	Paid W. E. Nowell.....	55.55
Nov.	Paid T. H. George.....	250.00

(Testimony of Nathaniel Green.)

Nov.	Paid Nowell Brothers.....	10.00
Nov.	Paid a/c Labor.....	310.22
Nov.	Paid Sundry Vouchers.....	151.35
Nov.	Paid Nowell G. M. Co.,.....	23.90
Nov.	Paid W. E. Nowell.....	18.25
		\$3,652.43

[Endorsed]: No. 603. In the United States District Court in and for the District of Alaska. Decker Bros., Plaintiffs vs. Berners Bay Mining & Milling Co. et al., Defendants. Receiver's Report No. 6. Filed 20 day of February, 1899. Albert D. Elliott, Clerk. By ————— Deputy. J. H. Cobb, Atty. for F. D. Nowell, Recr.

Mr. BARNHILL.—I now present an order dated February 20, 1899, signed Charles S. Johnson, Judge, approving Receiver's Report No. 6 and ask that it be marked Receiver's Exhibit No. 88.

Mr. SHACKLEFORD.—Same objection as to the last order.

COURT.—Overruled. It may be admitted.

(Whereupon the following was marked and filed as Receiver's Exhibit No. 88:)

**Receiver's Exhibit No. 88 [Order Approving Report No. 6, Dated Feb. 20, 1899].**

Apr. 13, 1907. Recrs. Exhibit 88. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

Now, on this 20th day of February, 1899, came on to be heard the report number 6, of the Receiver F.

(Testimony of Nathaniel Green.)

D. Nowell, covering proceedings and administration of said Receiver for the months of October, November, and December, 1898, inclusive, and the Court having heard said report, and fully considered thereof, the same is hereby approved and ordered filed as a part of the record herein. It is further ordered that the expense account shown in Exhibit "B" of said report be allowed.

Done in open Court this the day and year above written.

CHARLES S. JOHNSON,  
Judge.

[Endorsed]: No. 603. In the United States District Court in and for the District of Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Order Approving Receiver's Report No. 6. Filed 20 day of February, 1899. Albert D. Elliott, Clerk. By \_\_\_\_\_, Deputy. J. H. Cobb.

Mr. SHACKLEFORD.—I would like to urge the further objection to the report for the reason that the same appears from its face and from a comparison with the succeeding reports to be incorrect.

COURT.—The objection may be overruled.

Mr. BARNHILL.—I will now offer Receiver's Report No. 7, filed April 21, 1899, and ask that it be marked Receiver's Exhibit No. 89.

Mr. SHACKLEFORD.—We urge the same objections as before.

1400        *George M. Nowell et al. vs.*

(Testimony of Nathaniel Green.)

COURT.—Overruled.

(Whereupon the following was marked and filed as Receiver's Exhibit No. 89:)

**Receiver's Exhibit No. 89 [Report No. 7 of F. D. Nowell, Filed April 21, 1899].**

Apr. 13, 1907. Recrs. Exhibit 89. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

RECEIVER'S REPORT NO. 7.

To the Honorable Charles S. Johnson, Judge of said Court:

Now comes F. D. Nowell, receiver of the properties of the defendants in the above-entitled cause and makes this his report number seven, covering the administration of said receivership from January 1st, to March 31, 1899, inclusive.

1.

During said quarter your receiver has not operated the mill at Berners Bay, since owing to the cold weather it could not be operated except by steam power and considering the cost of coal, your receiver believed it advisable to suspend milling operations until water power was again available, thereby saving the increased cost of treating the ore by steam power. But your receiver has steadily pushed the work of development on the mines, blocking out and extracting ore, running drifts and levels, etc., and as soon as the water begins to run he expects to be able



(Testimony of Nathaniel Green.)

to run the mill at its full capacity for the entire season of 1899.

During said quarter there has come into your receiver's hands, as such receiver, the aggregate sum of \$24,232.10; an itemized statement of said receipts showing the sources from which said moneys came is hereto attached, marked Exhibit "A" and made a part hereof. Said statement shows the sum of \$505.75 collected from Frank Bach on an old account due from him to the Berners Bay Mining and Milling Co.; \$2088.04 was the proceeds of bullions and concentrates derived from operation of the mill prior to this quarter; and the balance is advances made by T. S. Nowell, President of the defendant companies and the American Gold Mining Company. These advances were made in behalf of the defendant companies, to enable your receiver to continue the development work authorized by the Court, without being compelled to sell the receivers certificates until such sale could be made on the best terms possible; which owing to the remoteness of Alaska from the business centers of the United States cannot be done, until intending investors shall have time to satisfy themselves as to the value of the properties, and as to the security, afforded by the Courts to investments in this District, and kindred questions affecting the value of such certificates. And should the \$75000.00 of certificates heretofore authorized be negotiated and sold hereafter on terms satisfactory to this Court, the sums so advanced will be repaid, other-

(Testimony of Nathaniel Green.)

wise they will be treated, and are understood to be advancements made to the defendant companies, and not as charges against the receiver as such.

## II.

The money temporarily borrowed by your receiver, under an order of the Court made on the 21st day of November, 1898, on certificates, for a period of 90 days has been repaid by draft drawn on Thomas S. Nowell, as a part of the advances mentioned.

## III.

During said quarter your receiver has expended the sum of \$23,933.76, a detailed statement of which is hereto attached, marked Exhibit "B," and made a part hereof. Of said sum the sum of \$3,186.55 was paid on the debts of the companies, and is shown in detail in the first column of Exhibit "B," and the balance of \$20,747.21 was paid for expenses necessarily incurred in maintaining said properties and prosecuting the development work mentioned; a detailed statement of which items is shown in the last column of exhibit "B."

The receipts to the end of the quarter exceed the expenditures to said date by \$298.34, which sum your receiver has now on hand.

## IV.

Your receiver humbly prays that this his report No. 7, be approved, his accounts allowed, and ordered filed, and for such other orders as to the court may seem proper.

---

Receiver.

(Testimony of Nathaniel Green.)

**Exhibit "A" [Attached to Receiver's Exhibit No. 89].**

Statement Receipts of F. D. Nowell, Receiver, for  
Quarter Ending March 31st, 1899.

1899		Old a/cs.	Recs. a/c
Jan.	4	Frank Bach on a/c . . .	505.75
	7	Estimated value bar Bullion shipped . . . .	1580.00
	12	Rec' from A. G. M. Co..	247.85
	16	Rec' from A. G. M. Co..	20.00
	30	Estimated value ship- mpt Concentrates . . .	486.79
		Rec'd from T. S. Nowell	2638.15
Feb.	3	Rec'd from A. G. M. Co.	39.00
	18	Rec'd from Str. Rustler.	147.00
	20	Rec'd from T. S. Nowell	2500.00
	28	Rec'd from T. S. Nowell	11383.90
Mar.	6	Increase over estimate concentrate . . . . .	21.25
	9	Rec'd from A. G. M. Co.	500.00
	13	Rec'd from A. G. M. Co.	952.20
	17	Rec'd from A. G. M. Co.	154.75
	21	(Rec'd from) T. S. Nowell . . . . .	2500.00
	23	(Rec'd from) Str. Rust- ler. . . . .	20.00
	23	(Rec'd from) A. G. M. Co. . . . .	80.00
	31	(Rec'd from) T. S. Nowell. . . . .	455.46
			<hr/>
		505.75	23726.35
Total Receipts,			
Old a/cs. . . . .		505.75	
Receivership a/c. . . . .		23726.35	24232.10

(Testimony of Nathaniel Green.)

**Exhibit "B" [Attached to Receiver's Exhibit No. 89].**

Statement of Expenditures of F. D. Nowell, Receiver, for Quarter Ending March 31st, 1899.

1899		Old a/c	Recs. a/c
Jan. 1	Paid P. C. S. S. Co., for freight... ..		1.26
	Paid E. H. Sherman Voucher.. ..	4.00	
	Paid Shattuck & Co., for insurance .....		2.51
	Paid Juneau Iron Works, Voucher ....		59.05
	Paid Str. Rustler on a/c..... ..	40.90	
	Paid J. H. Cobb salary		50.00
	Paid for receivers labor a/c .....		75.00
3	Paid D. W. Walker, Voucher.. ..		29.25
	Paid Str. R. on a/c....	26.00	
	Paid D. W. Walker V.	7.20	
	Paid Str. R. on a/c....	6.75	
	Paid For Rec. L. a/c..		122.00
	Paid W. E. Nowell on a/c..... ..	13.90	
	Paid F. D. Nowell on a/c .....	2.15	
	Paid For Rec. Labor a/c..... ..		142.30

(Testimony of Nathaniel Green.)

	4	Paid Rec. Labor . . . . .	12.25
	5	Paid Rec. Labor . . . . .	128.75
	6	Paid Rec. Labor . . . . .	156.25
	9	Paid Rec. Labor . . . . .	377.97
(Jan. 9)		(Paid)	
		Paid Juneau Hotel Voucher . . . . .	2.50
		Paid for Rec. Labor a/c	168.50
		Paid Str. R. on a/c . . . . .	418.65
		Paid Rec. Labor a/c . . . . .	19.50
Jan. 10		Paid Rec. Labor a/c . . . . .	183.95
	11	Paid Rec. Labor . . . . .	61.50
		Paid B. M. Volkman Voucher . . . . .	41.59
		Paid J. H. Cobb, Salary	75.00
		Paid Union Iron Works Voucher . . . . .	331.77
		Paid Exchange on same	.35
	12	Paid Rec. Labor a/c . . . . .	213.85
	13	Paid G. A. Anderson Voucher . . . . .	11.83
	18	Paid B. M. Behrends, Interest . . . . .	2.30
	19	Paid Rec. Labor a/c . . . . .	75.50
		Paid Shattuck & Co. in- surance . . . . .	6.30
		Paid Str. R. on a/c . . . . .	49.04
	20	Paid Recr. Labor a/c . . . . .	402.72
		Paid Haas Bros. Voucher . . . . .	27.40

(Testimony of Nathaniel Green.)

	Paid Horn & Co.....		10.75
	Paid Crocker & Co.....		10.20
	Paid J. C. Wilson & Co.		14.00
	Paid Exchange on draft		.30
30	Paid Freight on concentrate .....		81.00
	Paid Dexter Horton & Co., interest.....		14.47
	Paid treatment charges on concentrates... ..		6.95
	Paid Decrease on Est. value of Bullion....		48.40
	Paid Alaska Meat Co., Voucher... ..		251.58
	Paid Str. R. on a/c....	72.80	
	Paid J. P. Jorgenson, voucher... ..		135.29
	Paid A. G. M. Co. on a/c.....		1402.96
			<hr/>
	Forward	641.39	4756.95

Statement Receiver's Expenditure (Continued).

1899		Old a/cs	Recs. a/cs.
	Amount brought fwd...	641.39	4756.95
Jan. 30	Paid F. D. Nowell on a/c.....	307.29	
	Paid B. M. Behrends voucher.....		310.24
	Paid K. and J. Mercantile Co. ....		21.54

(Testimony of Nathaniel Green.)

	Paid Rustler on a/c..	100.00	
	Paid N. Green Jan.		
	Salary.. . . . .		87.50
	Paid J. J. Clarke.....		100.00
Feb. 6	Paid Receivers Labor		
	a/c..... . . . .		41.10
8	Paid Haas Bros.		
	Voucher..... . . . .		16.52
	Paid Exchange on S. F.		
	draft.. . . . .		.25
13	Paid P. C. S. S. Co.,		
	Freight..... . . . .		7.01
	Paid E. Valentine		
	Voucher... . . . .		4.00
15	Paid B. M. Behrends		
	inst. on a/c . . . . .		9.20
	Paid Freight on bul-		
	lion..... . . . .		10.15
16	Receivers Labor a/c...		52.22
	Paid Indian Labor		
	Tickets redeemed ...	137.50	
21	Paid Receivers Labor		
	a/c..... . . . .		69.65
22	Paid T. H. George on		
	a/c . . . . .	50.00	
	Paid A. G. M. Co.....		763.55
	Paid Receivers Labor		
	a/c..... . . . .		12.26
23	Paid Receivers Labor		
	a/c . . . . .		202.80

(Testimony of Nathaniel Green.)

	Paid T. H. George on		
	a/c.....	250.00	
24	Paid Str. Rustler on		
	a/c .....	25.00	
	Paid A. G. M. Co.....		100.25
	Paid Bernhardt Math-		
	ers Co. ....		50.00
	Paid Jones Paddock		
	and Co. ....		6.00
Jan. 25	Paid F. D. Nowell on		
	a/c.....	25.00	
26	Paid A. G. M. Co.....		177.50
28	Paid Alaska Meat Co.		
	Voucher .....		70.21
	Paid Str. R. on a/c....	25.15	
	Paid Gus Ostrand L.		
	a/c ... ..	1022.50	
	Paid Receivers Certifi-		
	cate redeemed .....		9000.00
	Paid Receivers Labor		
	a/c.....		261.40
	Paid N. Green Feb.		
	Salary.. ..		87.50
	Paid J. J. Clarke.....		100.00
Mar. 1	Paid F. D. Nowell on		
	a/c.. ..	125.00	
2	Paid J. H. Cobb, salary		100.00
3	Paid Receivers labor		
	a/c.....		30.00



(Testimony of Nathaniel Green.)

8	Paid Dexter H. & Co...	50.00	
	Paid Exchange on draft		.25
	Paid Str. R. on a/c....		75.00
9	Paid A. M. Ross a/c note.....		500.00
10	Paid B. M. Volkman voucher.....		64.59
	Paid D. W. Walker...		1.50
	Paid Str. R. on a/c....	4.45	
13	Paid Receivers labor a/c.....		914.40
	Paid Interest on loan..		37.80
	Paid F. D. Nowell on a/c .....	5.00	
17	Paid Receivers labor a/c.....		154.75
	Forward	2768.28	18196.09

Statement Receiver's Expenditure (Continued).

1899		Old a/cs	Recs. a/cs.
	Amount brought fowd..	2768.28	18196.09
Mar. 17	Paid Shattuck & Co. Ins.....		11.95
21	Paid Receivers labor a/c.....		201.36
21	Paid J. Marrow a/c of labor.....	62.78	
23	Paid C. W. Young, Voucher..		17.18
	Paid Str. Rustler on a/c.....	22.49	

(Testimony of Nathaniel Green.)

	Paid T. H. George on a/c... ..	250.00	
	Paid Interest and ex- change... ..		.65
27	Paid Gas. Ptg. Co., vouchers . . . . .		6.50
	Paid Str. Rustler.....		15.00
	Paid Receivers labor a/c..... . . . .		138.82
29	Paid J. H. Cobb salary.		275.00
31	Paid Receivers labor a/c..... . . . .		51.50
	Paid Interest, exchange and telegram... ..		2.88
	Paid K. & J. Mercantile Co., voucher . . . . .		182.37
	Str. R. on a/c.....	57.20	
	Paid A. G. M. Co. on a/c..... . . . .		29.27
	Paid Alaska Meat Co. Voucher.... . . . .		160.82
	Paid Str. R. on a/c....	25.80	
	Paid N. Green Mar. Salary..... . . . .		87.50
	Paid J. J. Clarke.....		100.00
	Paid overdraft at bank Dec. 31, 1899.....		1270.32
	Cash on hand... ..		298.34
		<hr/>	
		3186.55	21045.55
	Total Expenditure:		
	Old a/c... ..	3186.55	
	Rec. a/c... ..	20747.21	23933.76
		<hr/>	298.34
			<hr/>
			24232.10

(Testimony of Nathaniel Green.)

United States of America,  
District of Alaska,—ss.

Fred. D. Nowell, being first duly sworn deposes and says: I am the identical person mentioned as receiver in the above and foregoing Report is true in point of fact.

F. D. NOWELL.

Subscribed and sworn to before me this, the 18th day of April, 1899.

[Seal]

J. H. COBB,  
Notary Public in and for Alaska.

[Endorsed]: No. 603. In the United States District Court in and for the District of Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Receiver's Report No. 7. Filed Apr. 21, 1899. Albert D. Elliott, Clerk. J. H. Cobb.

Mr. BARNHILL.—I next exhibit an order signed by Charles S. Johnson dated April 21, 1899, approving the Report of the Receiver No. 7. I ask that it be marked Receivers Exhibit No. 90.

Mr. SHACKLEFORD.—We urge the same objections as stated to the last order.

COURT.—Objection overruled. It may be admitted.

(Whereupon the following was marked Receiver's Exhibit No. 90:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 90 [Order Approving Report  
No. 7, Dated April 21, 1899].**

Apr. 13, 1907. Recrs. Exhibit 90. A. W. Fox,  
Dep. Clerk.

[Title of Court and Cause No. 603.]

**ORDER.**

Now, on this day came on be heard Receiver's Report No. 7, covering the period from January 1st, to March 31st, 1899, inclusive, and the court having heard said report and the Exhibits attached thereto and fully considered of the same, it is ordered that said report be and the same hereby is in all things approved, and ordered filed as a part of the record herein.

It is further ordered that the Receiver's expense account for said quarter aggregating \$20747.21 as shown in exhibit "B" of said report, be and the same is hereby allowed.

Done in open Court this the 21 day of April, 1899.

CHARLES S. JOHNSON,

Judge.

[Endorsed]: No. 603. In the United States District Court in and for the District of Alaska. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Order Approving Receiver's Report No. 7. Filed Apr. 21, 1899. Albert D. Elliot, Clerk. J. H. Cobb.

Mr. BARNHILL.—I next offer Receiver's Report No. 8, filed in this cause on January 18, 1900,

(Testimony of Nathaniel Green.)

for the same purpose and ask that it be marked Receiver's Exhibit No. 91.

Mr. SHACKLEFORD.—The International Trust Company reiterate the objections made to the previous reports make the further objections to the said report for the reason that the same is not a full report of the receiver's indebtedness and does not state the true conditions of the receiver's indebtedness.

COURT.—Overruled. It may be so marked and admitted.

(Whereupon the following was offered and marked Receiver's Exhibit No. 91:)

**Receiver's Exhibit No. 91 [Report No. 8 of F. D. Nowell, Dated Jan. 18, 1900].**

Apr. 13, 1907. Recr's Exhibit 91. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

Now comes F. D. Nowell, Receiver in the above-entitled and numbered cause, and makes this his report No. 8, and shows:

I.

Your Receiver's report No. 7, closed on the 31st day of March, 1899, and this report therefore covers the administration of the Receiver for the six months beginning April 1st, 1899, and ending September 30th, 1899. Your receiver did not make a report covering the first three months of said period, because of the departure of the Court for the Interior of Alaska, before such report could be pre-

(Testimony of Nathaniel Green.)

pared; and therefore deemed it better to cover the full period of six months in this report.

## II.

On April 1st, 1899, your Receiver had on hand as is shown in last report the sum of \$298.34, and since said time till the close of this report there has come into his hands from all sources the further sum of \$25687.01, aggregating in all the sum of \$25985.35, an itemized statement of which is shown in exhibit "A" hereto attached and made a part hereof.

## III.

During said time your receiver has paid out and expended in the necessary expenses of the receivership, the operating of the mill of the defendant companies, and in the development work, authorized by the Court, the sum of \$22542.34, an itemized statement of which appears in exhibit "B" which is hereto attached, and made a part hereof, leaving a balance of cash on hand of \$3443.01.

## IV.

Of the cash receipts your Receiver shows that the sum of \$17853.56 were derived from bullion, concentrates, and other revenues from the operation and management of the mines, mills, tramways, and properties of the defendant companies; \$3610.55 were from advances made to said companies by T. S. Nowell; and \$4222.98 the aggregate sum of numerous items of cash appearing in the current accounts of your Receiver with the Steamer Rustler, The American Gold Mining Company, F. D. Nowell,

(Testimony of Nathaniel Green.)

and Nowell Brothers; all of which has been repaid, as is shown in exhibit "B," except the sum of \$1382.14, which at the close of this report was still in the unpaid accounts current, and would therefore leave the net cash on hand \$2060.87.

V.

Your receiver further shows that since the Court authorized and directed him to open up and develop the mining properties of the defendant companies in July, 1898, he has up to Nov. 10th, had a large amount of such work done, to wit:

Seward Gold Mining Company:

Comet mine, tunnelling.....1809 ft.

New construction, 1 two story frame building 60 x 60 ft. for canvas concentrating rooms.

Northern Belle Gold Mining Co:

Kensington Mine, tunnels and cross cuts 248 ft.

Excavations:

For Boarding House 50 x 30 x 15.22500 cubic ft.

For Powder magazine 7 x 7 x 7....243 cubic ft.

New constructions:

Boarding house 30-1/2 x 20-1/2 x 17.

Blacksmith shop 10 x 10 x 7

Ophir Gold Mining Co:

Tunnelling.....195 ft.

A detailed statement of said development work and new constructions is shown in Exhibit "C" which is hereto attached and made a part hereof; said exhibit also shows the amount of such development work done on said properties previous

(Testimony of Nathaniel Green.)

thereto; from all which it will appear that your Receiver has, besides the new construction mentioned, driven 2252 feet of tunnels, drifts, and levels, while only 935 feet had been driven prior thereto; so that there is now 2987 feet of such tunnels, drifts, levels, etc., in said properties.

Your receiver further reports that by the work aforesaid, there has been opened up a very large amount of valuable ore, and said properties proved to be of very great value, and the mines placed in a condition to be worked at a great profit. The Comet lode, which has been heretofore the chief bullion producer has been opened up by 1809 feet of new tunnelling and sufficient ore placed in sight to demonstrate its continued value. In the Kensington a ledge of 30 feet width and carrying values that will net at least \$500 per ton in mining and milling has been opened to show a practically unlimited supply of such ore. The development work done has been done with a view to the economic working of the mines as a whole, and in a way to secure the greatest net profit upon future production, and not to secure a present net profit at the expense of the future workings of the properties.

The larger part of the moneys expended and shown in Exhibit "B" were expended in said betterments, and development work, and had such not been done the income from the mines would have shown a large net profit, but such profit would have been earned at increased future cost to the defend-



(Testimony of Nathaniel Green.)

ant companies, by a failure to develop the properties as a whole and in a systematic way.

In conclusion your Receiver shows that nearly all the debts of the defendant companies which rendered this receivership necessary have now been paid the properties of the companies have not only been preserved, but have been greatly enhanced in value; and are now in such condition for profitable working, that your receiver expects to be able by the 31st day of March, 1899 to have the interests now in his hands in such shape, that there will be no obstacle to the granting of a motion properly made, to discharge the Receiver and return said properties to their owners.

And your receiver prays that this his Report No. 8 be received approved, and ordered filed, that the expenditures made be allowed, and for such other orders as to the Court may seem proper.

F. D. NOWELL,

Receiver.

United States of America,  
District of Alaska,—ss.

I, F. D. Nowell, being first duly sworn depose and say: I am the person named as Receiver in the above and foregoing report. The matters and things in said Report set forth are true, as I verily believe.

F. D. NOWELL.

(Testimony of Nathaniel Green.)

Subscribed and sworn to before me this 30 day of  
December, 1899.

[Seal]

J. H. COBB,

Notary Public in and for Alaska.

Receipts of F. D. Nowell, Receiver, for Six Months  
Ending Sept. 30, 1899.

		From old a/c's	Fm. Rec. a/c's
1899			
Apr. 1	Cash on hand.....		298.34
	Cash from Am. Gold M. Co.....		1664.40
	Cash from Str. Rustler.....		70.00
	Cash from F. D. Nowell.....		60.00
	Cash from Nowell Bros.....		9.68
	Cash from Freight Rebate.....		107.66
May	Cash from Am. Gold M. Co.....		298.10
	Cash from Accounts collected.....	83.48	706.19
May	Cash from Str. Rustler.....		385.85
May	Cash from Nowell Bros.....		348.30
May	Cash from Draft on T. S. Nowell.....		746.78
June	Cash from F. D. Nowell.....		782.50
	Cash from Concentrates shipped.....		115.25
	Cash from Am. Gold M. Co.....		85.00
	Cash from Rebate on Freight.....		1.20
	Cash from Str. Rustler.....		20.00
	Cash from Draft on T. S. Nowell.....		188.95
July	Cash from Str. Rustler.....		59.00
	Cash from Am. G. M. Co.....		41.00
	Cash from Drafts on T. S. Nowell.....		392.52
Aug.	Cash from Bullion shipped.....		11528.45
	Cash from Accounts collected.....		38.75
	Cash from Str. Rustler.....		126.15
	Cash from Hospital to B. B.....		101.00
	Cash from Accounts collected.....		479.34
	Cash from Am. Gold M. Co.....		200.00
	Cash from Nowell Bros.....		24.00
	Cash from Draft on T. S. Nowell.....		1037.33

(Testimony of Nathaniel Green.)

Sept.	Cash from Accounts collected.....		2.25
	Cash from Rebate on freight.....		39.97
	Cash from Str. Rustler.....		33.00
	Cash from Am. Gold M. Co.....		16.00
	Cash from Drafts on T. S. Nowell.....		1244.91
	Cash from Bullion shipped.....		4650.00
		83.48	25901.87
			83.48
			25985.35
	Total receipts .....		25985.35

**Exhibit "A" [Attached to Receiver's Exhibit No. 91].**

Payments Made by F. D. Nowell, Rec., for 6 mos. Ending Sept. 30, 1899.

		Old Receiver's a/c's.	Receiver's a/c's.
1899.			
April	Paid labor at Seward .....		2461.42
	Paid accepted order C. Peterson .....	20.00	
	Paid invoice for supplies .....		316.40
	Paid interest charges .....		63.40
	Paid a/c Juneau office expenses .....		200.00
	Paid note to A. M. Ross .....		500.00
	Paid a/c Nowell Bros.....		10.00
May	Paid labor at Seward .....		1297.79
	Paid invoice for supplies .....		545.97
	Paid a/c Juneau office exp. ....		160.00
	Paid a/c Str. Rustler .....		27.33
	Paid a/c F. D. Nowell .....		10.00
	Paid a/c Interest and exchange .....		341.68
	Paid a/c W. E. Nowell .....	6.00	
	Paid a/c vouchers .....	10.00	
June	Paid labor at Seward .....		1077.25
	Paid Invoice for supplies .....		182.69
	Paid a/c Str. Rustler .....		33.10
	Paid a/c T. H. George .....		62.84
	Paid a/c Vouchers .....	30.00	
(June)	(Paid) Frt. on concentrates .....		20.00
	Paid Am. Gold M. Co. ....		8.00
	Paid a/c Attorney's salary .....		125.00
	Paid a/c interest charges .....		12.41
	Paid a/c Juneau office Exp. ....		155.00

## (Testimony of Nathaniel Green.)

July	Paid Labor at Seward .....	1112.10
	Paid a/c Nowell Bros. ....	25.00
	Paid a/c Str. Rustler .....	134.00
	Paid a/c Am. Gold M. Co. ....	15.00
	Paid taxes on stamp mill .....	125.00
	Paid interest .....	19.35
	Paid invoices for supplies .....	283.02
	Paid W. E. Nowell on acct .....	75.00
	Paid Juneau Office Expenses .....	150.00
	Paid Labor at Seward .....	1101.30
	Paid Invoices for supplies .....	1308.02
	Paid interest .....	35.70
	Paid T. H. George on a/c .....	500.00
	Paid Str. Rustler on a/c .....	30.45
	Paid a/c Juneau Office expenses .....	125.00
	Paid Indian tickets redeemed .....	2.00
	Paid F. D. Nowell .....	2.00
	Paid W. E. Nowell .....	50.00
	Paid F. D. & W. E. Nowell .....	130.00
	Paid a/c Attorney's salary .....	200.00

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Forward ..... 68.00 13031.22

**Exhibit "B" [Attached to Receiver's Exhibit No. 91].**

Payments made by F. D. Nowell, Rec., for 6 mos. Ending Sept. 30, 1899.

		Old Receiver's a/c's.	a/c's.
1899.	Brought forward .....	68.00	10031.22
Sept.	Paid labor at Seward .....		4824.79
	Paid W. E. Nowell .....		288.35
	Paid F. D. Nowell .....		1464.54
	Paid F. D. & W. E. Nowell .....		60.00
	Paid a/c Juneau Office Exp.....		245.00
	Paid Invoice for supplies .....		1627.09
	Paid Nowell Bros. ....		10.00
	Paid T. H. George on a/c .....		300.00
	Paid Am. Gold M. Co. ....		4.50
	Paid Indian Tickets .....	1.00	
	Paid Str. Rustler .....		584.57
	Paid Interest .....		33.28

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69.00 22473.34  
69.00

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22542.34

Cash on hand .....

3443.01

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25985.35

(Testimony of Nathaniel Green.)

**Exhibit "C" [Attached to Receiver's Exhibit No. 91].**

**SEWARD GOLD MINING CO.**

**Development Report, Nov. 10, 1899.**

	Previous Measure-ment.	Advance From July 10 1898 to March 15th 1899.	Advance From Mch. 15 1898 to Nov. 10, 1899.	Total Advances.	Total Length.
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Comet Mine.					
Bottom Level S. E. Drift.....	220 ft.	197 ft.	43 ft.	24 ft.	460 ft.
Bottom Level N. W. Drift.....	28	147 ft.	17 ft.	164 ft.	192 ft.
Bottom Level Seward cross cut.....	25	84	10	94	119 ft.
Bottom Level No. 1 South cross cut.....		28		28	28 ft.
Bottom Level No. 2 South cross cut.....			150	150	150 ft.
Bottom Level No. 1 North cross cut.....			20	20	200 ft.
Bottom Level Upraise N. W. Drift.....			68	68	68 ft.
Bottom Level Upraise S. E. Drift.....		70	70	70	70 ft.
Bottom Level Officer Upraise.....		160	54	214	214 ft.
Bottom Level Richards Upraise.....			43	43	43 ft.
370 ft. Winze Level.....	84	316	98	414	498 ft.
370 ft. Winze Level No. 2 Upraise.....			60	60	60 ft.
270 ft. Winze Level.....	150	95	85	180	330 ft.
270 ft. Winze Level Upraise.....			54	54	54 ft.
Last Chance Lode, Bot. Level, N. W. Drift.....	10	10		10	106 ft.

507 ft.	1107 ft.	7029 ft.	1809 ft.	2316 ft.
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(Testimony of Nathaniel Green.)

New Construction: 1 Frame Building 60' x 60'  
with two floors, for canvass.

Recapitulation.

Driving from July 10th, 1898, to March

15th, 1899.....1107 ft.

Driving from March 15th, 1899, to Nov.

10th, 1899..... 702 ft.

Total driving since July 10, '98

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1809 ft.

(Testimony of Nathaniel Green.)

NORTHERN BELLE GOLD MINING CO.  
Development Report Nov. 10th, 1898.

	Previous	Advance.	Advance.	Total	Total Lengths.
	Measurement.	1898	1899	Advances.	
Kensington Mine.					
Main tunnel.....	120		10 ft.		130 ft.
No. 1 Cross cut.....	43	51	34 ft.	85	128 ft.
N. W. Drift.....	30				30 ft.
N. E. Drift.....		30	48	78	78 ft.
Nowell drift.....			25	25	25 ft.
Upraises .....	30	30		30	60 ft.
Drift from open cut.....			20	20	20 ft.
	223 ft.	111 ft.	137 ft.	248 ft.	471 ft.

(Testimony of Nathaniel Green.)

Excavations:

For Boarding House 50 x 30 x 15.	22500 cubic ft.
for Powder Magazine 7 x 7 x 7. . . . .	843 cubic ft.

Total	22843 cubic ft.
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New Construction:

Boarding house 30 1/2 x 20 1/2 x 7'.  
 Blacksmith shop 10 x 10 x 7.  
 Lumber used for same, 14250 ft.  
 Shingles used for same, 7 1/2 M.

Recapitulation.

Drivings in 1898. . . . .	111 ft.
Drivings in 1899 . . . . .	137 ft.

	248 ft.
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Excavations in 1898 . . . . .	22400 cu. ft.
Excavations in 1899. . . . .	443 cu. ft.

	25843 cubic ft.
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(Testimony of Nathaniel Green.)

OPHIR GOLD MINING CO.

Development Report Nov. 10th, 1899.

	Previous Measurement.	Advance. 1898	Advance. 1899	Total Advances.	Total Length.
Selkirk Tunnel.					
Selkirk Tunnel.....	100 ft.	25 ft.	25 ft.	50 ft.	150 ft.
Harvard Tunnel.....	30 ft.	10 ft.	10 ft.	20 ft.	50 ft.
American Tunnel (Water Tunnel).....	75		125	125	200 ft.
	205 ft.	35 ft.	160 ft.	195 ft.	325 ft.

(Testimony of Nathaniel Green.)

Recapitulation.

Drivings in 1898.....	35 ft.
Drivings in 1899.. .. .	160 ft.

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195 ft.

[Endorsed]: No. 603. Decker Bros. vs. Berners Bay Mining & Milling Co. et al. Receiver's Report No. 8. Filed Jan. 18, 1900. Albert D. Elliott, Clerk. J. H. Cobb, Attys. for Recr.

Mr. BARNHILL.—I next offer an order signed Charles S. Johnson, Judge, dated January 18, 1900, approving Receiver's Report No. 8, filed in this case, and ask that it be marked Receiver's Exhibit No. 92.

Mr. SHACKLEFORD.—We urge the same objections as to the previous orders.

COURT.—Objection overruled it may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 92:)

**Receiver's Exhibit No. 92 [Order Approving Report No. 8, Dated Jan. 18, 1900].**

Apr. 13, 1907. Recr's. Exhibit 92. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

Now, on this the 18 day of January, 1900, came on to be heard report No. 8 of the Receiver F. D. Nowell, said report covering a period from Apr. 1st, 1899, to September 30th, inclusive, 1899, and the Court having heard said report and fully considered the same, and being fully advised in the premises, this

(Testimony of Nathaniel Green.)

report is approved and ordered filed as a part of the record herein, and it is further ordered that the expenditures of said Receiver during said time, shown in Exhibit "B" of said report, it aggregating the sum of Twenty-two thousand five hundred and forty-two and 34/100 Dollars (\$22542.34) be and the same are hereby approved and allowed.

Done in open Court this 18 day of January, 1900.

CHARLES S. JOHNSON,

Judge.

[Endorsed]: No. 603. In the United States District Court in and for the District of Alaska. Decker Bros., Plaintiff, vs. Berners Bay Mining and Milling Company. Order Approving Receiver's Report No. 8. Filed Jan. 18, 1900. Albert D. Elliot, Clerk. Malony & Cobb, Atty. for Receiver. Offices, at Juneau, Alaska.

Mr. BARNHILL.—I next exhibit a statement of Receiver's Liabilities filed January 6, 1904, and ask that it be marked Receiver's Exhibit No. 93.

Mr. SHACKLEFORD.—We object to the same on the same grounds as heretofore to the various reports and upon the further ground that the said statement is not entitled in the case and is not intended as a report and is not verified or sworn to. It appears to have been certified to by the Receiver and the judge of the above-entitled court on the 20th day of August, 1903, but was not filed until the 6th of January, 1904. And for the further reason that it appears upon the face of the same that the Court was

(Testimony of Nathaniel Green.)

without jurisdiction to approve the account on the 20th of August, 1903.

COURT.—Objection overruled. It may be admitted.

(Whereupon the following was offered and marked as Receiver's Exhibit No. 93:)

**Receiver's Exhibit No. 93 [Statement of Receiver's Liabilities, Filed Jan. 6, 1904].**

Apr. 13, 1907. Recr's. Exhibit 93. A. W. Fox, Dep. Clerk.

*In the United States District Court for Alaska, Division No. 1, at Juneau.*

Liabilities of the Receiver of Berners Bay Mining & Milling Co., Seward Gold Mining Co., Northern Belle Gold Mining Co., Ophir Gold Mining Co.

Receivers Certificates, 1st issue.....	188,594.89
Receivers Certificates, 2nd issue....	15,996.29
Receivers Salary, Feb. 12th, 1898, to Oct. 12th, 1903.....	30,333.32
Interest due, Oct. 12th, 1903.....	34,247.45
W. E. Nowell, Salary Nov. 1st, '01 to Nov. '02.....	3,000.00
T. H. George, Salary to Sept. 1st, 1903....	3,166.61
J. H. Cobb, Salary to Sept. 21st, 1903....	3,000.00
Outstanding San Francisco accounts.....	717.10
Receivers Travelling Expense 9 mos. on two trips east & four trips to Seattle..	3,500.00
Nowell Bros. a/c.....	202.25

(Testimony of Nathaniel Green.)

Westinghouse Electric Co. . . . .	525.00
Wm. M. Payson, Resident Representative Portland, Me. . . . .	1,390.60
Corporation Tax, State of Maine. . . . .	900.00
Working Expenses, August, at Seward (estimated) . . . . .	2,500.00
	288,073.81

I hereby certify that the above is a true transcript of my accounts as receiver of the above named companies.

FREDK. D. NOWELL,  
Receiver.

The above and foregoing statement has been examined by me and found correct and I hereby approve the same this 20th day of August, A. D. 1903.

MELVILLE C. BROWN,  
U. S. Dist. Judge, Dist. Alaska.

Defts. Ex. No. 3.

Receiver's Liabilities—Details of the Foregoing Statement.

Receiver's Certificates. Ist. Issue.

#	1 Oct.	14-01	Thos. Stokes for cash. . . . .	\$ 5000.00	5000.00
	2 Oct.	14-01	Thos. Stokes for cash. . . . .	5000.00	5000.00
	3 Oct.	14-01	Thos. Stokes for cash. . . . .	5000.00	5000.00
	4 Oct.	14-01	Thos. Stokes for cash. . . . .	5000.00	5000.00
	5 Oct.	14-01	D. L. Webster for cash. . . . .	5000.00	5000.00
	6 Oct.	14-01	D. L. Webster for cash. . . . .	5000.00	5000.00
	7 Oct.	14-01	Edward Hobart for cash. . . . .	5000.00	5000.00
	8 Oct.	14-01	Henry Endicott for cash. . . . .	5000.00	5000.00
	9 Oct.	14-01	Henry Endicott for cash. . . . .	5000.00	5000.00
	10 Nov.	8-01	O. H. Adsit for supplies. . . . .	201.33	201.33
	11 Nov.	8-01	Hunt & <i>Mttet</i> for supplies. . . . .	88.51	88.51

## (Testimony of Nathaniel Green.)

12 Nov.	8-01	H. E. Emerson & Co. for supplies.	99.60	99.60
13 Nov.	8-01	F. Hanella for labor.....	255.68	
		pd. June 18-02.....	102.27	153.41
14 Nov.	8-01	Mrs. J. T. Spickett for labor....	36.69	
		pd. June 15-02.....	14.68	22.01
15 Nov.	8-01	John Richards for labor.....	395.04	
		pd. June 7-02.....	158.02	237.02
16 Nov.	8-01	Frank Stall for labor.....	150.96	
		pd. June 7-02.....	60.38	90.58
17 Nov.	8-01	Jno. G. Heid for labor.....	109.16	
		pd. June 5-02.....	43.66	65.50
18 Nov.	8-01	E. Valentine for labor.....	682.39	
		pd. June 5-02.....	272.95	409.44
19 Nov.	8-01	Thos. Carmody for labor.....	157.89	
		pd. June 6-02.....	63.16	94.73
20 Nov.	8-01	Chas. Johnson for labor.....	165.05	
		pd. July 7-02.....	66.02	99.04
21 Nov.	8-01	Milton McGonigle for labor....	176.93	
		pd. Aug. 18-02.....	70.77	106.16
22 Nov.	14-01	F. D. Nowell Ken. Tunnel.....	6994.81	6994.81
23 Nov.	8-01	Louis Levey for labor.....	140.16	
		Pd. June 5-02.....	56.06	84.10
24 Nov.	8-01	H. B. Ames for labor.....	232.33	
		Pd. June 7-02.....	92.93	139.40
25 Oct.	14-01	W. E. Nowell Ken. Tunnell.....	6994.81	699.81
26 Nov.	9-01	Andrew Martin for labor.....	50.38	
		Pd. Oct. 29-02.....	20.55	30.83
27 Nov.	9101	Chas. Goldstein for labor.....	108.70	
		Pd. Aug. 21-02.....	43.48	65.22
28 Nov.	9-01	Jno. Zavodsky for labor.....	51.62	
		Pd. Aug. 5-02.....	20.64	30.98
29 Nov.	9-01	Jos. King for labor.....	1124.52	
		Pd. June 7-02.....	449.81	674.71
30 Nov.	9-01	Con. Murphy for labor.....	55.60	
		Pd. Aug. 13-02.....	22.24	33.36
31 Nov.	9-01	Martin George for labor.....	442.51	
		Pd. June 7-02.....	177.00	265.51
32 Nov.	9-01	Ist Nat. Bank fares & frt.....	66.72	
		Pd. June 20-02.....	26.69	40.03
33 Nov.	9-01	V. McFarland for labor.....	30.40	30.40
34 Nov.	11-01	Geo. Kyrage for labor.....	1851.03	
		Pd. June 10-02.....	740.42	1110.61
35 Nov.	11-01	A. Bellonni for labor.....	229.02	
		Pd. June 11-02.....	91.61	137.41
37 Nov.	11-01	Fraser & Chalmers for supplies..	78.00	
		Pd. June 4-02.....	31.20	46.80
38 Nov.	11-01	Shuttuck & Co. for supplies....	968.93	
		Pd. June 3-02.....	387.57	581.36

(Testimony of Nathaniel Green.)

39 Nov.	11-01	Seattle Hd. Co.....	403.91	
		Pd. July 7-02.....	161.56	242.35
		Amt. forward		
# 40 Nov.	6-01	B. M. Behrends cash & Supp....	11826.53	
			4730.61	7075.92
41 Nov.	11-01	Bellonni for labor.....	117.32	117.32
42 Nov.	11-01	Mrs. Bellonni for labor.....	166.03	166.03
43 Nov.	11-01	W. W. Casey for labor.....	107.60	
		Pd. June 15-02.....	43.12	64.68
44 Nov.	11-01	Jno. Sloamp for labor.....	258.50	
		Pd. June 15-02.....	103.40	155.10
45 Nov.	11-01	J. G. Peterson for supplies.....	55.05	
		Pd. June 11-02.....	22.02	33.03
47 Nov.	12-01	S. Garfinkle labor.....	35.75	35.75
48 Nov.	12-01	C. W. Young dft. & Supplies...	837.61	
		Pd. June 5-02.....	335.04	502.57
49 Nov.	14-01	Jno. Bruno labor.....	365.60	
		Pd. June 6-02.....	146.24	219.36
50 Nov.	8-01	Geo. Miller labor.....	129.57	
		Pd. June 5-02.....	51.83	77.74
52 Nov.	8-01	Fred Wright labor.....	147.33	
		Pd. June 5-02.....	58.93	88.40
53 Nov.	8-01	John Ryan.....	48.63	
		Pd. Aug. 21-02.....	19.45	29.18
54 Nov.	14-01	J. F. Malony legal services....	446.73	
		Pd. June 3-02.....	178.69	268.04
55 Nov.	14-01	E. Cunningham labor.....	247.80	
		Pd. June 3-02.....	99.12	148.68
56 Nov.	14-01	Ala. Meat Co. dft. & supplies....	2570.82	
		Pd. June 6-02.....	1028.33	1542.49
57 Nov.	14-01	Decker Bros. labor.....	167.99	
		Pd. June 7-02.....	67.20	100.79
58 Nov.	15-01	J. P. Jorgenson supplies.....	458.71	
		Pd. June 6-02.....	183.48	277.23
59 Nov.	16-01	Gus Ostrand labor.....	1381.40	
		Pd. June 23-02.....	552.56	828.84
60 Nov.	18-01	W. E. Nowell labor.....	99.00	
		Pd. July 1-02.....	39.60	59.40
61 Nov.	18-01	A. T. G. M. Co. supplies.....	393.95	
		Pd. Aug. 11-02.....	157.58	236.37
62 Nov.	6-01	S. Blum & Co. supplies.....	204.23	
		Pd. June 7-02.....	81.69	122.54
63 Nov.	6-01	F. D. Nowell labor.....	574.44	
		Pd. June 3-02.....	229.77	344.67
64 Nov.	6-01	W. E. Nowell labor.....	574.44	
		Pd. July 1-02.....	229.78	
		Nov. 6-01.....	344.67	

## (Testimony of Nathaniel Green.)

65 Nov.	6-01	W. E. Nowell.....	4884.70	
		Pd. July 1-02.....	1854.37	
		June 1-03.....	1953.88	1076.45
66 Nov.	6-01	T. H. George labor.....	3060.75	
		Pd. June 7-02.....	1224.30	1836.45
67 Nov.	6-01	W. E. Nowell a/c Str. Rustler...	1000.00	1000.00
68 Nov.	6-01	W. E. Nowell a/c Str. Rustler...	1000.00	1000.00
69 Nov.	6-01	W. E. Nowell a/c Str. Rustler...	1000.00	1000.00
70 Nov.	6-01	W. E. Nowell a/c Str. Rustler...	1000.00	1000.00
71 Nov.	6-01	W. E. Nowell a/c Str. Rustler...	1000.00	1000.00
73 Nov.	6-01	F. D. Nowell open a/c.....	6871.49	
		Pd. June 2-02.....	2000.00	
		June 3-02.....	743.59	
		Dec. 3-02.....	500.00	
		Feb. 25-03.....	135.00	
		June 1-03.....	1854.38	1633.52
74 Nov.	6-01	F. D. Nowell a/c A. G. M. Co....	2510.68	
		Pd. Feb. 7-02.....	1000.00	
		June 3-02.....	604.24	
		Feb. 14-03.....	348.67	557.70
		Amt. forward.....		86786.27
		Amt. forward.....		86786.27
# 75 Nov.	6-01	N. Greene Labor.....	867.00	
		Pd. June 4-02.....	346.80	520.20
76 Nov.	19-01	J. H. Moyle.....	1000.00	
		Pd. July 7-02.....	400.00	600.00
77 Nov.	19-01	J. H. Moyle Labor.....	521.57	
		Pd. July 7-02.....	208.63	312.94
78 Nov.	19-01	W. E. Nowell.....	23.22	
		Pd. July 1-02.....	9.29	13.93
79 Nov.	20-01	Wm. Taylor labor.....	515.36	
		Pd. July 7-02.....	206.14	309.22
80 Nov.	6-01	J. J. Clarke.....	507.00	
		Pd. June 5-02.....	202.80	304.20
81 Dec.	2-01	John Olds.....	51.87	
		Pd. June 3-02.....	20.75	31.12
82 Nov.	16-01	Gus. Ostrand.....	469.62	
		Pd. June 13-02.....	187.85	281.77
83 Dec.	13-01	Levi Strauss & Co. supplies.....	123.18	123.18
84 Nov.	11-01	West Coast Groc. Co. supplies....	1187.61	
		Pd. June 19-02.....	475.04	712.57
86 Nov.	11-01	West Coast Groc. Co. supplies....	124.23	
		Pd. July 1-02.....	49.69	74.54
87 Nov.	11-01	West Coast Groc. Co. supplies....	124.24	
		Pd. June 3-02.....	49.69	74.55
88 Nov.	6-01	W. E. Nowell a/c Str. Rustler....	918.45	918.45



(Testimony of Nathaniel Green.)

89 Feb.	7-02	F. C. Hammond Cert. 74.....	200.00	
		Pd. June 6-02.....	80.00	120.00
90 Feb.	7-02	F. C. Hammond Cert. 74.....	200.00	
		Pd. June 4-02.....	80.00	120.00
91 Feb.	7-02	F. C. Hammond Cert. 74.....	200.00	
		Pd. June 4-02.....	80.00	
		Pd. Dec. 15-02.....	108.50	11.50
92 Feb.	7-02	F. C. Hammond Cert. 74.....	200.00	
		Pd. June 4-02.....	80.00	
		Dec. 15-02.....	108.50	11.50
93 Feb.	7-02	F. C. Hammond Cert. 74.....	200.00	
		Pd. June 4-02.....	80.00	120.00
94 Mach	22-02	C. Rausch labor.....	195.08	
		Pd. July 5-02.....	78.03	117.05
95 Feb.	6-02	Mine Sec. Corp. cash.....	1000.00	1000.00
96 Feb.	6-02	Mine Sec. Corp. cash.....	1000.00	1000.00
97 Feb.	6-02	Mine Sec. Corp. cash.....	1000.00	1000.00
98 Feb.	6-02	Mine Sec. Corp. cash.....	1000.00	1000.00
99 Feb.	6-02	Mine Sec. Corp. cash.....	1000.00	1000.00
100 Apr.	24-02	F. D. Nowell supplies.....	123.28	
		Pd. June 3-02.....	49.31	73.97
101 Apr.	24-02	W. E. Nowell supplies.....	123.29	
		Pd. July 1-02.....	49.32	73.97
102 Oct.	14-01	Henry Endicott old cert.....	5000.00	5000.00
103 Oct.	14-01	Henry Endicott old cert.....	5000.00	5000.00
104 Oct.	14-01	Henry Endicott old cert.....	5000.00	5000.00
105 Oct.	14-01	Henry Endicott old cert.....	5000.00	5000.00
106 May	19-02	Wallace Hackett services.....	5500.00	5500.00
107 Oct.	14-01	Henry Endicott old cert.....	5000.00	5000.00
109 Oct.	14-01	Henry Endicott old cert.....	5000.00	5000.00
110 Oct.	14-01	Henry Endicott old cert.....	5000.00	5000.00
111 May	9-02	Thomas Stokes cash.....	5000.00	5000.00
112 May	9-02	F. L. Slorde cash.....	2000.00	2000.00
113 May	9-02	F. G. Landon cash.....	1000.00	1000.00
114 May	9-02	Edythe H. McLeaod cash.....	3000.00	3000.00
115 May	9-02	Henry Endicott cash.....	2000.00	2000.00
116 May	9-02	Henry Endicott cash.....	2000.00	2000.00
117 May	9-02	Henry Endicott cash.....	2000.00	2000.00
118 May	9-02	Henry Endicott cash.....	2000.00	2000.00
		Amt. forward.....		156210.93
		Amt. forward.....		156210.93
#119 May	9-02	Henry Endicott cash.....	2000.00	2000.00
120 May	9-02	David L. Webster cash.....	1000.00	1000.00
121 May	9-02	Mary V. Webster cash.....	1000.00	1000.00
124 Jun	21-02	Mine Sec. Corp. cash.....	1000.00	1000.00
125 Jun	21-02	Mine Sec. Corp. cash.....	1000.00	1000.00
126 Jun	21-02	Mine Sec. Corp. cash.....	1000.00	1000.00

## (Testimony of Nathaniel Green.)

127 Jun	21-02	Mine Sec. Corp. cash.....	1000.00	1000.00
128 Jun	21-02	Mine Sec. Corp. cash.....	1000.00	1000.00
129 Nov.	6-01	Frank H. Nowell a/e.....	1082.95	
		Pd. Aug. 10-02.....	433.18	
		Oct. 2-02.....	192.75	
		Nov. 6-02.....	457.02	
130 Jun	21-02	Ala. E. L. & P. Co. of light.....	104.20	104.20
131 Jun	21-02	B. M. Behrends Int.....	1015.79	1015.79
132 Jun	21-02	Shuttuck & Co. Int.....	242.87	242.87
133 Jun	21-02	F. D. Nowell Int.....	1496.96	1496.96
134 Jun	21-02	W. E. Nowell Int.....	1139.25	1139.25
135 Jun	21-02	T. H. George Int.....	932.18	932.18
136 Jun	21-02	Martin George Labor.....	35.00	35.00
137 Jun	21-02	S. Blum & Co. Int.....	58.64	58.64
138 Jun	21-02	Seattle H. Co. Int.....	107.00	107.00
139 Jun	21-02	H. B. Ames Int.....	33.70	33.70
140 Jun	21-02	Ala. Meat Co. Int.....	580.25	580.25
141 Jun	21-02	C. W. Young Int.....	142.82	142.82
142 Jun	21-02	Geo. Kyrage Int.....	308.50	308.50
143 Jun	21-02	Gus Ostrand Int.....	204.50	204.50
144 Jun	21-02	Jo. King Int.....	70.00	70.00
145 Jun	21-02	Hunt Mottet Co. Int.....	16.25	16.25
146 Jun	21-02	West Coast Groc. Co. Int.....	232.56	232.56
147 Jun	21-02	J. P. Jorgenson Int.....	320.62	320.62
148 Oct.	14-01	Henry Endicott.....	8431.11	8431.11
149 Jun.	1-02	W. E. Nowell Tun. Exp.....	450.00	450.00
155 Oct.	2-02	Seattle Hd. Co. Cert. 129.....	192.75	192.75
156 Nov.	6-02	F. D. Nowell Cert. & Int.....	534.30	
		Pd. Nov. 6-02.....	500.00	34.38
158 Dec.	15-02	F. C. Hammond Cert. 91 & 92..	67.00	67.00
159 Dec.	15-02	F. C. Hammond Cert. 91-92.....	75.00	75.00
162 Dec.	15-02	F. C. Hammond Cert. 91-92.....	75.00	75.00
163 Nov.	6-02	F. D. Nowell Cert. 156.....	200.00	200.00
164 Nov.	6-02	F. D. Nowell Cert. 156.....	200.00	200.00
165 Nov.	6-02	F. D. Nowell Cert. 156.....	100.00	100.00
166 Mch.	17-02	F. D. Nowell services.....	100.00	100.00
167 Feb.	14-03	Jno. Reck cert. 74.....	348.67	348.67
168 Feb.	23-03	F. D. Nowell Cert. 73.....	135.00	135.00
169 Mch.	31-03	F. D. Nowell supplies.....	139.39	139.39
170 Nov.	6-01	H. P. Nowell Cert. 64.....	300.00	300.00
171 Nov.	6-01	W. E. Nowell Cert. 64.....	274.45	
		Pd. July 1-02.....	229.78	44.67
172 Apr.	17-03	Henshaw Buckley Co. sup.....	41.15	41.15
173 Jun.	1-02	F. J. Hurley cer. 73-65.....	526.25	526.25
174 Jun.	1-03	Mine Sec. Corp. cert. 73-65.....	3182.50	3182.50
176 Dec.	3-02	F. D. Nowell cer. 157.....	500.00	500.00
178 Aug.	15-02	F. D. Nowell office rent.....	1200.00	1200.00

(Testimony of Nathaniel Green.)

Receiver's Certificates. 2d. Issue.

May

28-03	Wallace Hackett, cash.....	15996.29	159996.29
	\$10000 bears int. from Nov. 22-02		
	5996.29 bears int. from May 28-03		
	Receiver's salary		
	Feby. 12, 1898 to Oct. 12, 1903.....		30333.32
	Interest due Oct. 14th, 1903.....		34247.45
	W. E. Nowell salary Nov. 1-01 to Nov.		
	1-02.....		3000.00
	T. H. George salary to Sept. 1-03.....		3166.61
	J. H. Cobb salary to Sept. 21-03.....		3000.00
	Oustanding a/c San Francisco.....		717.10
	Receivers Traveling expense 9 mos. on		
	2 trips east & 4 trips to Seattle.....		3500.00
	Nowell Bros: St oe a/c for suplies for		
	men.....		202.55
	Westenhouse Elec. Co. Machinery.....		525.00
	Wm. M. Payson Resident Representative		
	in Portland, Maine.....		1390.60
	State of Maine for corporation tax....		900.00
	Working Expense at Seward Aug. 1903...		2500.00
			<hr/>
			288073.81

[Endorsed]: Original. No. 603. In the United States District Court for Alaska Division No. 1, at Juneau. Decker Bros., Plaintiff, vs. Berners Bay Mining & Milling Co., Defendants. Statement of Receivers Liabilities on Aug. 1903. Filed Jan. 6, 1904. W. J. Hills, Clerk. By \_\_\_\_\_, Deputy. Malony & Cobb, Attorneys for Receiver. Office, Juneau, Alaska.

Mr. BARNHILL.—I now exhibit a report of Receiver F. D. Nowell, filed June 29, 1905, for the same purpose as the previous reports.

(Testimony of Nathaniel Green.)

Mr. SHACKLEFORD.—To which we urge the same objection as stated to Report No. 1 and the further objection that it shows upon its face that it has never been verified.

COURT.—Objection overruled. It may be admitted.

Mr. BARNHILL.—I ask that it be marked Receiver's Exhibit No. 94.

COURT.—It may be so marked.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 94:)

**Receiver's Exhibit No. 94 [Report of F. D. Nowell,  
Filed June 29, 1905].**

Apr. 13, 1907. Recrs. Exhibit 94. A. W. Fox,  
Dep. Clerk.

[Title of Court and Cause No. 603.]

REPORT OF F. D. NOWELL, RECEIVER.

Now, comes, F. D. Nowell, receiver of the properties of the defendants herein, in his own proper person, and by his attorney, J. H. Cobb, and reports to the Court as follows:

I.

On the 13th day of May, 1904, under the authorization of this Honorable Court, your receiver executed a contract with Joseph MacDonald, an original copy of which is on file herein, and is here referred to for all the particulars thereof.

II.

Under and pursuant to the terms of said contract

(Testimony of Nathaniel Green.)

the said MacDonald extended the Kensington Tunnel some 300 feet till it cross-cut the Kensington ledge at a depth of approximately 1000 feet. Said cross-cut disclosed an ore body of the width of about 100 feet and of a value of over \$5.00 per ton by careful sampling across the ledge. Drifts were then run on the ledge in either direction, but the values did not continue so large in the drifts. The extent of the drifts, and the values found, are fully set forth in a map of said work on file herein, which is here referred to for all the particulars therein. The amount of ore exposed in the ore shutes in the Kensington & Eureka ledges by the cross-cut and drifts, is conservatively estimated by Mr. H. T. Tripp, a reliable mining engineer, at \$2,700,000.00 in value, over and above the cost of mining and milling. This estimate is based upon a careful examination, measurements, and sampling.

No work was done under said contract on the Eureka ledge other than sampling. This sampling showed a body of ore in the cross-cut along the base of the tunnel, of the value of about \$12.00 per ton and 20 feet wide.

### III.

In addition to the work done on tunnels and drifts, as above set out, Joseph MacDonald also repaired the wharf and railroads of the defendant companies, procured official surveys of unpatented mining claims, and had the titles of all the properties thoroughly abstracted and examined.

(Testimony of Nathaniel Green.)

IV.

After the performance of the work as aforesaid, the said Joseph MacDonald declined to purchase said properties.

V.

There are at present two plans of reorganization of the companies owning said properties being considered by the parties at interest. Should either plan be agreed upon, it will result in the retirement of the receiver's indebtedness and all other claims against the defendants, and the closing of this receivership.

VI.

The total amount of allowed and approved claims against the receiver on May 31st, 1905, including all certificates issued and interest on all claims bearing interest is \$382515.99.

A full tabulated statement of all claims is hereto attached marked Exhibit "A," and made a part hereof.

VII.

Your Receiver further reports that unless some plan or reorganization is speedily agreed upon by the parties in interest, so as to retire the indebtedness against the defendant companies and close the present receivership your receiver is of the opinion that a sale of the properties in his hands should be ordered. Many creditors of the Receiver are importunate in demanding payment of their claims. There are no funds on hand to pay anything, and owing to a lack of funds to cover the cost of preparatory work to

(Testimony of Nathaniel Green.)

operating the mines, there is no possibility of the receiver obtaining funds, except by a sale. In the meantime the interest charges and other expenses, are constantly swelling the total of the indebtedness against the properties, notwithstanding that all expenses have been reduced to the lowest point possible consistent with a proper care of the properties. The work done by your receiver under the orders of the Court, has it is believed, benefitted the properties to the extent of more than a million dollars; but to preserve this benefit, it is necessary that the holders of the indebtedness against the property, and its owners, should speedily agree upon some plan of reorganization, by which the properties can be financed and worked. If that is not done, then, to prevent a total loss by reason of the constantly growing claims against the properties, they should be sold under orders of this Court, and the proceeds applied as the law directs. These suggestions are made by your receiver, with great diffidence, for the consideration of the Court, so that such measures may be taken as may be best to preserve, the properties committed to your Receiver's hands.

F. D. NOWELL,  
Receiver.

J. H. COBB,  
Counsel.

(Testimony of Nathaniel Green.)

STATEMENT OF LIABILITIES OF F. D.  
NOWELL, RECEIVER, MAY 31, 1905.

Receiver's Certificates 1st issue .....190000.00

Amount issued as per schedule rendered  
May 31, 1904, approved by Court July  
22nd, 1904.Cancellation and reissue of above Certifi-  
cate 200 issued June 16/04 to Wallace  
Hackett Paid..... 6000.00

Endorsed on certificate 22	515.35
	63 122.77
	73 1035.59
	74 250.90
	87 74.55
	100 73.97
	178 950.00
	180 2692.49
	156 34.38
	184 250.00

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 6000.00

Cert. 201 Spoiled.

Cert. 202 issued June 1/04 to T. H. George 120.00

Endorsed Cert. 66 Paid 120.00.

Cert. 203 issued June 6/04 to T. S. Nowell 500.00

Endorsed on Cert. 25 Paid 500.00.

Cert. 204 issued June 6/04 T. S. Nowell 500.00

Endorsed on Cert. 35 Paid 500.00.

Cert. 205 issued Nov. 1901 Wallace Hac-  
kett Replacing Certificate 76 Can-  
celled.



(Testimony of Nathaniel Green.)

Cert. 206 issued Nov. 1901 Wallace Hackett Replacing Certificate 77 Cancelled.	
Cert. 207 Spoiled.	
Cert. 208 issued July 17/04 to W. E. Nowell. Endorsed on Cert. No. 25 Paid 500.00.	500.00

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Receiver's Certificate 2d issue.

Amount issued as per schedule rendered May 31/04 approved by Court July 22/04 .....	28435.59
Cert. No. 17 issued Aug. 31/04 Jos. MacDonald. To Surveyor General Office % Mining Claims.	200.00
Cert. No. 18 issued Aug. 20/03 J. H. Cobb	1500.00
Cert. No. 19 issued Aug. 20/03 J. H. Cobb	1500.00
Both above Receiver's Attorney Salary allowed by Court Aug. 20, 1903.	
Cert. No. 20 issued Sept. 16/04 Jos. MacDonald .....	2538.00
Paying for repairs on wharf.	

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34173.59

Receiver's Certificates, 3d issue.

Amount issued as per order of the Court dated Jan. 30, 1905.

Cert. 1 issued Jan. 30/05 Jos. MacDonald..	2000.00
Cert. 2 issued Jan. 30/05 Jos. MacDonald..	2000.00
Cert. 3 issued Jan. 30/05 Jos. MacDonald..	2000.00
Cert. 4 issued Jan. 30/05 Jos. MacDonald..	2000.00

(Testimony of Nathaniel Green.)

Cert. 5 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 6 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 7 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 8 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 9 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 10 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 11 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 12 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 13 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 14 issued Jan. 30/05 Jos. MacDonald . .	2000.00
Cert. 15 issued Jan. 30/05 Jos. MacDonald . .	1861.99
	29861.99

Certificate No. 15 held by receiver pending delivery to him of Title Abstract.

Receiver's Certificate Claims April 30, 1905.

Amount as per schedule rendered, May, 31, 1904, approved by Court July 22, 1904 . . . . .	98782.51
Less paid by issue of certificates Nos. 18 and 19 2d issue to J. H. Cobb . . . . .	3000.00 95782.51
Receiver F. D. Nowell, Salary May 12/04 to May 12/05 . . . . .	5000.00
Receiver Atty. J. H. Cobb, Sal. May 21/04 to May 21/05 . . . . .	1500.00
Receiver Clerk N. Green, May 31/04 to May 31/05 . . . . .	1200.00

*The International Trust Company et al.* 1443

(Testimony of Nathaniel Green.)

Receiver Office Rent May 31/04 to May 31/05.....	600.00
A. E. L. & P. Co. Office, Light 5/31/04 to 5/31/05 .....	24.00
Shattuck & Co. Office Fuel 5/31/04 to to 5/31/05 .....	48.00
R. P. Nelson, Stationary.....	4.10
J. P. Jorgenson Co. Survey Posts, etc..	3.50
St. Anne Hosp. Shop. Fees for Employees 1900 .....	84.00
T. H. George, May 31/04 to Dec. 31/05 Official Survey claims etc.....	950.00
T. H. George, Maps, report etc. 1/1/05 to 5/31/05 .....	250.00
Bates Shattuck, % Exchange Typewriter	80.00
Walter Burch, Watchman at mine Jan. 05 to Apr. 05.....	170.00
Geo. Nowell, Watchman at mine June 1/04 to 5/31/05 .....	720.00
Juneau S. S. Co. Frt. and Fare to Berners Bay .....	128.55
Nowell Bros. Mdse. Oct. Nov. and Dec...	80.55
Jos. MacDonald Board of Watchman ...	124.35
John Richards Board of Watchman....	167.00
Interest on \$190,000 1st issue Cert. @ 8% from May 31/04 to May 31/05.....	15200.00
Interest on \$34,173.59 2d issue Cert. From May 31/04 to May 31/05.....	2553.00
Interest on \$47546.95 Claims Allowed May 31/04 to May 31/05.....	3803.75

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128480.41

(Testimony of Nathaniel Green.)

## Summary.

1st Issue Certificates .....	190000.00
2d Issue Certificates .....	34173.50
3d Issue Certificates .....	29861.99
Claims and Interest .....	128480.41
	<hr/>
	382515.99

[Endorsed]: Original. No. 603. In the United States District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiff, vs. Berners Bay Mining & Milling Co. et al., Defendant. Report of F. D. Nowell, Receiver. Filed Jun. 29, 1905. C. C. Page, Clerk. By A. L. Collison, Asst. J H Cobb, Attorney for Receiver. Office, Juneau, Alaska.

Mr. BARNHILL.—I now exhibit a report of Receiver F. D. Nowell, filed in this cause on July 10, 1905, for the same purpose and ask that it be marked Receiver's Exhibit No. 95.

Mr. SHACKLEFORD.—We urge the same general objection as to report No. 1, and the further objection that the report is not verified.

COURT.—Objection overruled. It may be filed and marked.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 95:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 95 [Report of F. D. Nowell,  
Filed July 10, 1905].**

Apr. 13, 1907. Recr. Exhibit 95. A. W. Fox, Dep.  
Clerk.

[Title of Court and Cause No. 603.]

**REPORT OF RECEIVER.**

Now, comes F. D. Nowell, and in obedience to the order of the Court herein made on the —— day of June, 1905, makes this his report showing the amount of the liabilities of the Receiver herein to June 30th, 1905.

The total amount of the indebtedness of the receiver to May 31st, 1905, is shown in the last report filed in June, 1905, to be \$382,515.99. A full detail of said liabilities, to whom issued, for that purpose, and under what authority incurred, is fully set forth and shown in the report on file herein. Since the said May 31st, 1905, said indebtedness has increased by \$2598.63, a detailed statement of which is attached hereto and made a part hereof.

F. D. NOWELL,  
Receiver.

J. H. COBB,  
Counsel.

(Testimony of Nathaniel Green.)

STATEMENT LIABILITIES—F. D. NOWELL,  
RECEIVER—JUNE 30, 1905.

Receiver's Certificate—1st issue . . . . .	190000.00
Amount issued as per schedule rendered May 31, 1905.	
Cancellation and re-issue of above Certificate.	
Certificate 209 issued to F. D. Nowell June 11, 1905	50.00
Endorsed on Certificate 169, Paid . . . . .	50.00
Receivers Certificate 2d issue . . . . .	34173.59
No change since May 31, 1905.	
Receiver's Certificate 3d issue . . . . .	29861.99
No change since May 31, 1905, Interest on this series to be deter- mined at a later date.	
Claims amount as per sched- ule of May 31, 1905. . . .	128480.41
June 30, Receiver's salary May 21 to June 21, 1905. . . . .	416.66
Receiver's attorney's sal- ary May 21/05 to June 21/05 . . . . .	125.00
Office Rent, May 31 to June 30/05. . . . .	50.00

(Testimony of Nathaniel Green.)

Office light, month June. . . . .	2.00
Fuel, F. D. Nowell, paid 1/2 ton coal. . . . .	6.50
Geo. Nowell, Watchman at Mines. . . . .	60.00
F. D. Nowell, advanced cash for court fees. . . . .	5.00
Dispatch Pub. Co. adver- tising patents . . . . .	100.00
Dispatch Pub. Co. En- velopes . . . . .	7.00
Dispatch Pub. Co. Ptg. Re- ceiver's Cert. . . . .	15.00
Int. 1 mo. 190000.00 1st Is- sue Cert. . . . .	1266.67
Int. 1 mo. 34178.59 2d Is- sue Cert. . . . .	227.82
Int. 1 mo. 47546.95 claims.	316.98
	<hr/>
	131079.04
	<hr/>

Total Indebtedness . . . . . 385114.62

[Endorsed]: Original. No. 603. In the United States District Court for Alaska Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Receiver's Report. Filed Jun. 10, 1905. C. C. Page, Clerk. By A. L. Collison, Asst. Cobb, Attorney for Receiver. Office, Juneau, Alaska.

Mr. BARNHILL.—I now exhibit a supplemental report of the receiver filed April 3, 1906, for the same purpose and ask that it be marked Receiver's Exhibit No. 96.

(Testimony of Nathaniel Green.)

Mr. SHACKLEFORD.—We urge the same general objection as heretofore stated.

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 96:)

**Receiver's Exhibit No. 96 [Supplemental Report of  
F. D. Nowell, Filed April 3, 1906].**

Apr. 13, 1907. Recr's Exhibit 96. A. W. Fox,  
Dep. Clerk.

[Title of Court and Cause No. 603.]

**SUPPLEMENT TO REPORT OF FEBRUARY  
1906 OF F. D. NOWELL, RECEIVER.**

Now, comes F. D. Nowell, receiver, and files this the supplement referred to in his report filed herein in February, 1906.

1.

As shown by said report the Receiver's liabilities on May 31, 1906, aggregated \$382,515.99.

Your receiver again reported to the Court on June 30th, 1905, showing an aggregate indebtedness of \$385,114.62 but neither of these reports was acted upon by the Court, and therefore, the details of said reports showing items of indebtedness incurred subsequently to the former approved reports, have never been examined and passed upon by this Court. For this reason the report of your Receiver filed herein in February 1906, did not include said items, as they had never been entered upon your Receiver's books as approved claims, because they have not been approved by the Court.



(Testimony of Nathaniel Green.)

2.

Your Receiver further reports that carrying forward the balance from said former reports, and including interest calculated as near as is practicable to March 31st, 1906, and including expenses incurred since, your Receiver's indebtedness on said date aggregates \$418,645.85.

A detailed statement of said indebtedness, including itemized statement of expenses not heretofore reported is heretofore appended marked Exhibit "A", and made a part hereof.

F. D. NOWELL,  
Receiver.

J. H. COBB,  
Attorney.

United States of America,  
District of Alaska,—ss.

F. D. Nowell, being first duly sworn deposes and says: I am the Receiver above named, I have read, and know the contents of the above and foregoing report, and the same is true as I verily believe.

F. D. NOWELL,  
*J. H. COBB.*

Subscribed and sworn to before me this the 3d day of March, A. D. 1906.

[Seal]

J. H. COBB,  
Notary Public in and for Alaska.

(Testimony of Nathaniel Green.)

## STATEMENT OF RECEIVERSHIP—LIABILITIES—F. D. NOWELL, RECEIVER.

B. B. M. &amp; M. Co.—N. Belle G. M. Co.—Seward G. M. Co.—Ophir G. M. Co.

March, 1906.

## Receiver's Certificates, First Issue:

Amount issued as per Report dated June 30, 1905.....	\$190000.00
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## Receiver's Certificates, Second Issue:

Amount issued as per Report dated June 30, 1905.....	34173.59
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## Receiver's Certificates, Third Issue:

Amount issued as per Report dated June 30, 1905.....	29861.99
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July 14, 1905, Certificate No. 16 to Jos. Mc- Donald.....	3765.25
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33627.24

## Claims:

Approved by the Court Report May  
31, 1904.

For Interest.....	48235.56
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Other than interest.....	47546.95
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95782.51

Reported to the Court,—Report May  
31, 1905.

Other than Interest.....	11141.15
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For Interest.....	21556.75	32697.90
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(Testimony of Nathaniel Green.)

Claims Brought forward. . . . .	\$128480.41	\$257800.83
Reported to the Court,— Report June 30, 1905. For Interest. . . . .	\$1,811.47	
Other than interest. . . . .	787.16	2598.63      131079.04
<hr/>		
Interest from June 30, 1905 to March 31, 1906, on \$190,- 000.00, First Issue Certifi- cates,— . . . . .		11400.00
Interest from June 30, 1905 to March 31, 1906, on \$34,- 173.59 Second Issue Certifi- cates,— . . . . .		2050.41
Interest on Third Issue Cer- tificates, — \$29,861.99 from Jan'y 30, 1905, to March 31, 1906,—\$3,765.25. . . . .		2787.12
From July 14, 1905 to March 31, 1906,— . . . . .		213.35
Interest on claims approved by Court,—Report May 31, 1904, \$47,546.95, from June 30, to March 31, 1906,— . . . . .		2852.79
Interest on claims Reported to the Court, May 31, 1905,— \$11,141.15, from May <i>et</i> 1905 to March 31, 1906,— . . . . .		742.74
Interest on Claims, Reported to the Court June 30, 1905— \$787.16 from June 30, 1905, to March 31, 1906. . . . .		47.23      20093.64
—2—		
Brought forward. . . . .		\$408973.51
Receiver's Salary, June 12, 1905 to March 12, 1906. . . . .		3750.00
Receiver's Attorney J. H. Cobb, June 21, 1905 to March 21, 1906. . . . .		1125.00
Receiver's Clerk, N. Greene, June 1, to March 21, 1906. . . . .		480.00
State of Maine, years, 1903, 1904, and 1905 @ \$450.00. . . . .		1350.00

## (Testimony of Nathaniel Green.)

Ross Higgins & Co., Prov. for Watchmen.....	122.33
Alaska Meat Co., Meat for Watchmen.....	15.14
Watchman Geo. Nowell, March 28, 1904 to June 1, 1904 @ \$60.00.....	126.00
Watchman Geo. Nowell, June 30, 1905 to March 31, 1906, @ \$75.00.....	675
Watchman Jno. Harilla, Dec. 7, 1905 to March 31, 1906, @ \$60.00.....	228.00
Watchman, P. Cannon, 7-1/2 days, @ \$2.00.....	15.00
Watchman, A. Jackson, Labor on Wharf.....	6.00
Office Rent, June 30, 1905, to March 31, 1906.....	450.00
Office Light, Alaska Electric Light & Power Com- pany, to March 31, 1906.....	18.00
R. P. Nelson, Stationery.....	13.95
H. H. Folsom, Recording.....	50.00
W. M. Payson, Representative, Portland, Maine, for years, 1903, 1904 and 1905.....	648.50
L. B. Francis, Typewriting, acct. Report.....	82.00
E. F. Rose, Typewriting, acct.....	12.00
J. C. Intley, Typewriting, acct.....	271.30
N. L. Burton, Typewriting, acct.....	10.00
Shuttuck & Co. rent tabulating machine.....	10.00
F. D. Nowell, Paid for Court fees, July 21, 1905....	10.00

—3—

Brought forward.....	\$9469.19	408973.51
F. D. Nowell, paid for expense to Skagway, J. H. Cobb.....	35.00	
F. D. Nowell, Paid for Stationery to Eicherly....	.90	
F. D. Nowell, Loss on exchange typewriter.....	20.00	
F. D. Nowell, Paid for telegrams etc.....	2.75	
Geo. M. Nowell, Serving notices, Boston.....	100.00	
Juneau S. S. Co., Fares and Freight.....	44.50	

9682.34

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Receiver's Liabilities..... \$418645.85

(Testimony of Nathaniel Green.)

[Endorsed]: Original. No. 603. In the District Court for Alaska Division No. 1, at Juneau, Decker Bros., Plaintiff, vs. Berners Bay Mining & Milling Co. et al., Defendant. Supplement to Report of Febr. 1906, of F. D. Nowell, Receiver. Filed Apr. 3, 1906. C. C. Page, Clerk. By D. C. Abrams, Deputy. Malony & Cobb, Attorney for ———. Office, Juneau, Alaska.

Mr. BARNHILL.—I now exhibit a special report of F. D. Nowell, as receiver, filed in this cause on the 19th day of April, 1906, for the same purpose and ask that it be marked Receiver's Exhibit No. 97.

Mr. SHACKLEFORD.—To which we urge the same objections and for the reasons stated to the other reports.

COURT.—Objection overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 97:)

**Receiver's Exhibit No. 97 [Special Report of F. D. Nowell, Dated April 19, 1906].**

Apr. 13, 1907. Recrs. Exhibit 97. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

**SPECIAL REPORT OF F. D. NOWELL, RECEIVER.**

Now, comes F. D. Nowell, Receiver, herein, and respectfully shows to the Court that he has sold the metal in the copper plates from the Berners Bay Mill heretofore authorized and directed to be sold by

(Testimony of Nathaniel Green.)

the Court. That prior to the shipment of said plates he had the same melted into bars and sampled and assayed and disposed of the same to the Tacoma Smelting Company, Tacoma, Washington. That after paying freight to Puget and the costs of treatment there was remitted to him, as the proceeds of said bars the sum of \$2194.45, which sum your Receiver now has on hand.

Your Receiver further shows that he procured said plates to be brought to Juneau, melted down, and assayed, preparatory to shipment, and he has incurred the following expenses, to wit:

Juneau Steamship Co. for fares and freight to and from Berners Bay.....	\$ 12.90
Alaska Transfer Co., labor and teams.....	31.50
Alaska Treadwell Gold Mining Co., coke and lead crucibles .....	23.40
Juneau Ferry and Navigation Co., freight to and from Sheep Creek.....	12.50
Union Iron Works, drilling copper bars for samples .....	7.45
H. P. Crowther, three assays, copper drill- ings .....	9.00
One Yukon Sled.....	3.00
	<hr/>
Ford.	\$ 99.75

1

Ford .....	\$ 99.75
Carl Rodset, labor 5 days melting.....	17.50
Geo. Boles, labor 5 days melting.....	17.50
F. D. Nowell, Jr., labor 4 days melting.....	14.00
	<hr/>
Total.....	\$148.75

(Testimony of Nathaniel Green.)

Your receiver further shows that the bills shown in the annexed schedule are pressing and should be paid out of the fund now on hand. That the bill of Ross Higgins & Co., for supplies for the past winter, for the watchman at Berners Bay were absolutely necessary to enable said watchman to perform his duties; that said watchman has received no wages for sometime past and is in need of the sum of at least \$160.00 on account thereof. Your receiver further shows that the bills to the several stenographers shown in said schedule was for work and labor in preparing the report filed herein and should be promptly paid; that N. Greene has performed faithful service for your Receiver as bookkeeper and in assisting in preparing the matter for said report and is in pressing need of the sum of \$200.00 on account of the amounts due him; that the items of \$35.00 expenses of J. H. Cobb, to Skagway and \$10.00 for Court fees were paid personally out of his own funds by your Receiver.

Your Receiver further shows that he has received no compensation for his own services in this behalf, and is in pressing need of money to meet his bills for living expenses; that in addition to the above amounts your Receiver is advised that the fees of the Clerk of this Court in this cause are in arrears and there should be a deposit made to cover the same.

Wherefore your Receiver prays that the expenses aforesaid be allowed and ordered paid; that the bills

(Testimony of Nathaniel Green.)

shown in the schedule hereto annexed be allowed and ordered paid; that if the Court shall be advised that the same is proper that a deposit out of said fund to cover the Clerk's fees be ordered made and that after said payments —2— aforesaid your Receiver be authorized to apply the balance to his salary as Receiver in this cause; and for such other orders as to the Court may seem meet and proper.

F. D. NOWELL,  
Receiver.

J. H. COBB,  
Attorney.

United States of America,  
District of Alaska,—ss.

F. D. Nowell, being first duly sworn deposes and says: I am the Receiver above named. I have heard read the above and foregoing report and the same is true as I verily believe.

F. D. NOWELL.

Subscribed and sworn to before me this 19th day of April, A. D., 1906.

[Seal]

J. H. COBB,  
Notary Public in and for Alaska.

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### SCHEDULE.

Ross, Higgins & Co. Bill supplies for watch-	
man .....	\$126.55
Watchman, account wages.....	160.00
J. H. Cobb, Skagway expenses paid by F. D.	
Nowell .....	35.00
N. Greene, account Receiver's Report.....	200.00



(Testimony of Nathaniel Green.)

L. B. Francis, account Receiver's Report (Typewriting) .....	82.00
E. F. Rose, account Receiver's Report (Type- writing) .....	12.00
J. C. Sutley, account Receiver's Report (Typewriting) .....	271.30
N. L. Burton, account Receiver's Report (Typewriting) .....	10.00
F. D. Nowell, for Court Fees, July 21, 1905..	10.00
<hr/>	
Total.....	\$906.85

[Endorsed]: Original. No. 603. In the District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Special Report of F. D. Nowell, Receiver. Filed Apr. 19, 1906. C. C. Page, Clerk. By \_\_\_\_\_, Deputy. Malony & Cobb, Attorney for Defts. Office, Juneau, Alaska.

Mr. BARNHILL.—I now exhibit a report of Receiver F. D. Nowell, filed in this case on July 17, 1906, for the same purpose and ask that it be marked Receiver's Exhibit No. 98.

Mr. SHACKLEFORD.—We urge the objection last stated.

COURT.—Overruled. It may be admitted and marked.

(Whereupon the following was filed and marked as Receiver's Exhibit 98:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 98 [Report of F. D. Nowell,  
Dated July 17, 1906].**

Apr. 13, 1907. Recr's Exhibit 98. A. W. Fox,  
Dep. Clerk.

[Title of Court and Cause No. 603.]

**REPORT OF RECEIVER.**

Now, comes F. D. Nowell, Receiver and respectfully reports to the Court that in compliance with the Order of the Court, made herein on the 17th day of July 1906, he has on deposit to his credit as Receiver in the Bank of B. M. Behrends, Juneau, Alaska, the sum of \$1097.26, as shown by the Certificate of Deposit hereto annexed and made a part hereof.

F. D. NOWELL,  
Receiver.

United States of America,  
District of Alaska,—ss.

F. D. Nowell, being first duly sworn deposes and says that the above and foregoing report is true in substance and in fact.

F. D. NOWELL,  
J. H. Cobb

Subscribed and sworn to before me this 17th day  
of July, 1906.

[Seal]

J. H. COBB,  
Notary Public in and for Alaska.

(Testimony of Nathaniel Green.)

The Oldest Bank in Alaska.

B. M. BEHREND'S, BANKER.

Cable address—Behrends,

Use Bedford-McNeill Code.

Juneau, Alaska, July 17, 1906.

I hereby certify that there has been deposited with me as banker the sum of \$1097.26 one thousand ninety seven dollars and twenty six cents by F. D. Nowell which said deposit is subject to the check of F. D. Nowell, Receiver.

B. M. BEHREND'S.

[Endorsed]: Original. No. 603. In the District Court for Alaska Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Report of F. D. Nowell, Recr. Filed Jul. 17, 1906. C. C. Page, Clerk. By D. C. Abrams, Deputy. J. H. Cobb, Attorney for Receiver. Office, Juneau, Alaska.

Mr. BARNHILL.—I now exhibit a report of Receiver F. D. Nowell, filed July 27, 1906, for the same purpose and ask that it be marked Receiver's Exhibit No. 99.

Mr. SHACKLEFORD.—We urge the same objection as last stated.

COURT.—Overruled. It may be admitted and marked.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 99:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 99 [Report of F. D. Nowell,  
Dated July 27, 1906].**

Apr. 13, 1907. Recrs Exhibit 99. A. W. Fox.  
Dep. Clerk.

[Title of Court and Cause No. 603.]

**REPORT OF RECEIVER.**

Now, comes F. D. Nowell, Receiver and reports to the Court as follows:

I.

Your Receiver has on hand, as shown by his report of July 17th, 1906, the sum of \$1097.26.

II.

Prior to the order of July 7th, 1906, made and entered herein, your Receiver has paid out the following sums as expenses of the Receivership, to wit:

1906

March 16 Ross Higgins & Co. supplies for watchman .....	\$ 3.55
March 31 Alaska Transfer Co. 1/2 ton coal for office.....	6.50
April 19 B. N. Behrends, Exchange on \$2,194.45 .....	11.00
April 19 Wages Walter Burch, watchman...	100.00
April 19 Expenses J. H. Cobb, to Skagway..	25.00
May 26 H. B. LeFevre, taking deposition of J. H. Graham.....	18.05
June 1 J. H. Cobb, expenses J. H. Cobb, to Skagway for taking Graham deposition...	30.00
June 25 Wages Geo. M. Nowell, watchman..	50.00
Total.....	<u>\$244.10</u>

(Testimony of Nathaniel Green.)

Vouchers for said payments are hereto attached and made a part hereof.

III.

Your Receiver further reports that under the order of the Court of July 7th, 1906, requiring him to deposit to his credit as Receiver in the bank of B. M. Behrends, the said sum of \$1097.26, he was compelled to and did borrow the said sum of \$244.10 so paid out and the Receivership is now due and owing him said money and he is standing in need thereof.

IV.

The Receiver further shows that the said Receivership is due and owing George N. Nowell the sum of \$50.00 for wages as watchman and caretaker of the property at Berners Bay and is due and owing N. Green, the sum of \$280.00 for clerical work performed for the Receivership, which said sums the said parties are standing in need of and the same should be paid.

V.

That your Receiver has been compelled to go East to the City of Boston on business and will be absent about one month.

Wherefore your Receiver prays the Court will be pleased to order,

1st. That the Depository B. M. Behrends, Banker, pay to F. D. Nowell, receiver or his attorney and take his voucher therefor the sum of \$244.10.

2d. That the said Depository pay to G. M. Nowell, watchman the sum of \$50.00 and take his voucher therefor.

(Testimony of Nathaniel Green.)

3rd. That the said Depository B. M. Behrends, Banker, pay to Nathaniel Greene the sum of \$280.00 and take his voucher therefor. And for such other orders in the premises as to the Court may seem just and proper in the premises.

F. D. NOWELL,  
Receiver.

By J. H. COBB,  
Attorney for Receiver.

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United States of America,  
District of Alaska,—ss.

J. H. Cobb being first duly sworn deposes and says: I am attorney for the Receiver in the above-entitled cause. I have read and know the contents of the above and foregoing report and the same is true as I verily believe.

I make this verification for the reason that the Receiver is at present absent from the District of Alaska.

J. H. COBB.

Subscribed and sworn to before me this the 27th day of July, 1906.

[Seal]

C. C. PAGE,

~~Notary Public in and for Alaska.~~

Clerk District Court for Division No. 1, Alaska.

(Testimony of Nathaniel Green.)

Folio 2

ROSS, HIGGINS & CO. (Limited)

Jobbers and Retail Dealers.

Sold to M. F. D. Nowell, Receiver.

Sent to Seward City per. Str. Georgia.

Agents for Nettleton Men's Shoes. Eddy & Weston Women's Shoes. Chase & Sanbonn Coffee. Rose of Ellenburg Butter. Preferred stock canned goods. Ivy Flour.

Juneau, Alaska, Mch. 15, 1906.

Balance as per Bill Rendered

1 dz Oranges	50		
1 Sx Flour	1.65	2.15	
Apples 50	3 dz Eggs 90	1.40	3.55

Pd. by F. D. N. Paid Mar 16 1906 C. Gauty Ross-Higgins & Co. Ltd. Juneau, Alaska.

Juneau, Alaska, Mar 31, 1906

M. F. D. Nowell, Receiver.

In account with Alaska Transfer Company General Teaming Dealers in Wood and Coal Lewis Lund. Office Foot of Front Street Pacific Coast Block Telephone 4--5.

Mch. 28 1/2 ton Coal (ofs) 6.50

Paid: ALASKA TRANSFER CO.

McLAUGHLIN.

\$11.00 Juneau, Alaska Apr. 19 1906. 189—

B. M. Behrends Banker and Dealer in General Merchandise, Juneau, Alaska. (3)

(Testimony of Nathaniel Green.)

Received from F. D. Nowell, Receiver Eleven & No/100 dollars being 1/2 of 1% exchange on S. F. Ct. 2194.45 B. M. B.

B. M. BEHREND'S

By G. McNAUGHTEN.

Juneau, Alaska, April 19, 1906

(4-5)

Received from F. D. Nowell Recr. One hundred twenty five & No/100 Dollars To cover payment to Walter Burch a/c Watchman wages 100.00; to cover payment to J. H. Cobb a/c expenses J. to Skagway and Ret. a/c Rec. business 25.00

\$125.00

THOMAS S. NOWELL.

(4-5)

Juneau, Alaska, August 1905

Received from T. S. Nowell Twenty-five & No/100 Dollars a/c expense Skagway trip on hearing of petition of Corning Gillespie & Fairchilds.

\$25.00

J. H. COBB, 

Atty. for Receiver F. D. Nowell.

(4-5)

Juneau, Alaska, Apr. 7th, 1905.

Received of F. D. Nowell, Receiver One hundred dollars on account. On a/c wages as watchman at B. B. for Receiver.

\$100.00

W. N. BURCH.

June 1st, 1906.

Received of F. D. Nowell Recr. Thirty Dollars account expenses to Skagway to take deposition Jno. M. Graham.

\$30.00

J. H. COBB,

Atty. for Recr.



(Testimony of Nathaniel Green.)

Skagway, Alaska, May 29, 1906.

Mr. F. D. Nowell, Receiver of Berner's Bay Mining & Milling Co. In account with H. B. LeFevre, United States Commissioner and District Recorder District of Alaska.

To taking deposition of John M. Graham in suit of Decker Bros. vs. Berner's Bay Mining & Milling Co. 18.05

Commissioner's fees Filing accepted notice 10¢/ & subpoena, 10¢; administering oaths & noting return, 25¢; administering oaths stenographer 15¢ & deponent 15¢. One day taking testimony, stenographer's fees; 32 fols testimony @ 25 ¢ \$7.50 & copy \$1.55 .....9.05

Witness fees, 1 day \$2.....2.00

Marshal's fees, serving subpoena..... .75

Received this May 29, 1906, from F. D.

Nowell checque.....18.05

\$18.05 \$18.05

H. B. LeFEVRE,  
Commissioner.

Juneau, Alaska June 25/06

Received from F. D. Nowell, Receiver Fifty & No/100 Dollars to apply on wages as watchman B. B. & M. Co. property at Comet Alaska (P. O. order sent to Mr. Geo. Nowell.)

\$50.00

GEO. NOWELL.

31414. Receipt for U. S. Postal Money Order to be given by issuing postmaster to the purchaser who

(Testimony of Nathaniel Green.)

will retain same and present it at office Dollars cents.  
of issue if necessary to make inquiry regarding the

50 #

order. Date stamp of issuing office. Juneau,  
Alaska. Jun 26 1906 M. O. B.

[Endorsed:] Original No. 603. In the District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. B. B. M. & M. Co. et al., Defendants. Report of Receiver. Filed July 27, 1906. C. C. Page, Clerk. By ———, Deputy. Malony & Cobb, Attorney for Receiver. Office, Juneau. Alaska.

Mr. BARNHILL.—I now exhibit an order filed in this matter on April 19, 1906, signed by Royal A. Gunnison, Judge, approving the special report of the Receiver made to the Court.

Mr. SHACKLEFORD.—No objection to this order.

COURT.—It may be admitted.

(Whereupon the following was filed and marked Receiver's Exhibit No. 100:)

**Receiver's Exhibit No. 100 [Order Approving Report of Receiver, Dated April 19, 1906].**

Apr. 13, 1907. Recrs. Exhibit 100. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

#### ORDER.

This cause came on to be heard upon the special report of F. D. Nowell, Receiver, herein, this day

(Testimony of Nathaniel Green.)

filed, as to the sale and proceeds of the metal in the copper plates from the mill at Berners Bay, heretofore ordered to be sold; upon consideration whereof,

It is ordered that the expense account in said report shown amounting to the sum of \$148.75 be and the same is hereby allowed and ordered paid.

It is further ordered that the Receiver forthwith pay out of said fund the following amounts, to wit: Ross, Higgens & Co., Bill supplies for

watchman.....	\$126.55
Watchman, account wages.....	160.00
J. H. Cobb, Skagway expenses paid by F. D. Nowell.....	35.00
N. Greene, account Rec. Report,.....	200.00
L. B. Francis, account Rec. Report (typewriting),.....	82.00
E. F. Rose, account Rec. Report (typewriting),.....	12.00
J. C. Suttley, account Rec. Report (typewriting),.....	271.30
N. L. Burton, account Rec. Report (typewriting),.....	10.00
F. D. Nowell, for Court fees, July 21, 1905..	10.00
Total.....	<hr/> \$906.85

Page 2.

It is further ordered that the Receiver deposit out of said moneys with the Clerk of this Court on account of the Clerk's fees in this cause the sum of Fifty (\$50.00) dollars.

(Testimony of Nathaniel Green.)

It is further ordered that the Receiver take vouchers and file the same herein for the payments herein authorized to be made.

It is further ordered that the balance on hand out of the proceeds of said copper, amounting to the sum of \$1,088.85 be held by the Receiver subject to the further order of the Court.

Done in open Court this the 19th day of April, A. D. 1906.

ROYAL A. GUNNISON,  
District Judge.

[Endorsed]: #603. In the District Court for the District of Alaska, Div. No. 1. Decker Bros., Plaintiffs, vs. The Berners Bay Mining & Milling Co., et al., Defendants. Order. Filed Apr. 19, 1906. C. C. Page, Clerk. By A. L. Collison, Asst.

Mr. BARNHILL.— I now exhibit the final report of F. D. Nowell, filed in this cause on October 11, 1906, and ask that it be marked Receiver's Exhibit No. 101.

Mr. SHACKLEFORD.—To which we urge the same objection as stated in the general objection heretofore made and the further objection that no copy of the same was served upon the International Trust Company or its attorneys.

COURT.—Overruled. It may be admitted and marked.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 101:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 101 [Final Report of F. D. Nowell, Dated Oct. 11, 1906].**

Apr. 13, 1907. Recr's Exhibit 101. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

**FINAL REPORT OF F. D. NOWELL, RECEIVER.**

Now, comes F. D. Nowell, Receiver herein, and makes this his final report as Receiver;

I.

Your receiver shows that the total indebtedness of the receivership in March 31, 1906, amounted to \$418,645.85 a detailed statement of which appears in your Receiver's reports of February and March, 1906, which are here referred to for all the particulars thereof.

II.

That since the filing of said reports and up to October 9, 1906, the receivership had incurred a further indebtedness, including interest charges of \$17,967.07, making a total indebtedness on the date last aforesaid of \$436,612.92 less amt. pd. \$1,652.67, \$434,960.25.

III.

Your Receiver further shows that he received from the sale of copper plates mentioned in the reports heretofore filed the sum of \$2,194.45 and has paid out of the same, under orders of the Court dated respectively April 19, 1906, July 27, 1906, and Oct. 1, 1906, the aggregate sum of \$1,925.51 and has

(Testimony of Nathaniel Green.)

now on hand in the Bank of B. M. Behrends at Juneau, subject to the orders of the Court, a balance of \$268.94.

#### IV.

A recapitulation and summary of all outstanding claims against the receivership, exclusive of certificates issued and of all cost receipts and disbursements from said copper plates, is hereto attached and made a part hereof; and taken in conjunction with the reports of February and March, 1906, shows the complete financial status of the receivership.

#### V.

Your receiver is now ready to turn over and deliver to his successor, J. C. McBride, all the books, papers, vouchers, and property of every name and nature in his hands as Receiver, so soon as he shall be ready to receive the same.

#### VI.

In closing this his final report herein your Receiver deems it proper to give a brief summary of his administration of the trust in his hands:

Upon the nomination of all the then parties to this suit, and of nearly all the creditors of the original defendant companies, your Receiver was appointed such herein on February 12, 1898. At that time your Receiver found in his hands a bankrupt and heavily indebted mining property, upon which scarcely any development work had been done, except upon the Comet Lode, which, as it transpired later, had been practically exhausted.

(Testimony of Nathaniel Green.)

Many large pockets of very rich ore had previously been taken from this lode and several hundred thousand dollars in bullion recovered therefrom, and the owners and creditors believed that if the Receiver should be authorized to work this lode, that the financial—2—difficulties of the defendant companies could be speedily relieved. Thereupon, at the request of the parties and creditors, your Receiver applied for leave of the Court to work said lode, and there being no opposition thereto, during the years 1898 and 1899, as shown by reports on file, your Receiver did a large amount of work on said lode and recovered a considerable sum in bullion; but the work on the whole was disappointing and the hopes of a speedy liquidation of the indebtedness of the insolvent companies was not realized.

Among the many undeveloped claims owned by the companies, there were two, the Eureka and Kensington, which on the surface showed large deposits of valuable ores, and offered a possible solution of the financial difficulties in which said companies were plunged. Upon request of the parties and creditors, particularly the bondholders, your Receiver, under orders of the Court, turned his attention to these properties. A tunnel cross-cutting the Eureka ledge at approximately 550 feet and the Kensington at 950 feet beneath the surface was run, and drifts driven on the Kensington. A great deal of this work was done by parties who, by agreement with all parties in interest, were permitted by

(Testimony of Nathaniel Green.)

the Court to take bonus or options on the properties; details of all of which appear in your Receiver's reports herein. This work has developed a property of very great value. Mr. H. T. Tripp, a competent mining engineer, after a careful examination and tests, reports a net value of ore in the Kensington alone of \$2,700,000.00. No drifts have been run upon the Eureka, but where it is crosscut at 550 foot depth a ledge over 18 feet in width and carrying an average of about \$12.00 per ton is exposed. Practically all the dead work, necessary to develop these properties has been done; and if the creditors of the receivership and of the defendant companies should agree upon some basis of —3—reorganization, taking in sufficient new capital to meet the initial cost of a new and increased reduction plant and equipment, and take over the properties, there is scarcely a doubt but that with proper management these mines could be made to pay the entire claims against them, and dividends upon a large capitalization for at least a generation to come.

When your Receiver took charge of these properties in February, 1898, it was expected that the financial difficulties which had produced the receivership would be speedily relieved and the receivership closed. But the owners and creditors, especially the bondholders, instead of raising the money necessary to close the receivership, or proceeding to foreclose and sell, chose to rely upon the efforts of the Receiver as above pointed out. The applications for leave to borrow money made by your



(Testimony of Nathaniel Green.)

Receiver were all made at the instance and request of the bondholders, who furnished the larger part of the money borrowed. From the inception of the receivership until about April, 1905, the bondholders acted in entire harmony with your Receiver and extended to him every aid in the performance of his difficult and onerous duties. Since that date, and after the great value of the properties had been demonstrated, as is fully shown by the record herein, there have been two or more factions among the bondholders and the holders of receiver's indebtedness, each striving to effect a reorganization and compromise whereby this receivership could be closed and the properties acquired under such reorganization plan. Since said date your Receiver has had to defend numerous attacks made upon him by one of said factions and has been constantly harassed and hindered in the performance of his duties, all of which is shown by the record herein. As early as last fall it became apparent that there was a hopeless difference between the parties in interest, and that any further delay in —4—foreclosing and selling the properties would only result in greater loss to the creditors, and your Receiver then joined in an application for an order of sale. This application was granted, but an appeal was taken from said order and the same is now pending on appeal in the Appellate Court. In defending this appeal in the Appellate Court your Receiver had to employ Judge Curtis H. Lindley of San Francisco.

(Testimony of Nathaniel Green.)

Judge Lindley has not yet sent in his bill for services, and when he does so the same will be delivered to his successor, Mr. J. C. McBride, for proper action thereon.

Your receiver further shows that he has never been paid anything for his services herein as Receiver. At all times during the administration of this trust there has been a pressing need for money to pay the expenses of administration and to carry out some one of the plans authorized by the Court, whereby it was expected to dispose of the properties as explained above. Your Receiver being solicitous to improve the properties to the fullest extent possible, has therefore used whatsoever funds that came into his hands for that purpose, and allowed his own compensation to remain unpaid. This Court, under a preceding Judge, fixed such compensation by order made about January, 1902, at the sum of \$5,000.00 per annum. The petition upon which such order was made, dated January 15, 1902, shows the character and extent of your Receiver's services up to that date. Since that date the duties incumbent upon him have been even more onerous. Owing to the fact that his entire time has been occupied with his duties as Receiver, he has been unable to engage in any business for himself, and his compensation being unpaid he has had to borrow large sums of money to meet living expenses of himself and family, during the past years. Your Receiver therefore prays that the Court in making

(Testimony of Nathaniel Green.)

allowance for his compensation herein, will either allow interest upon the same, from the date of its accruals, or allow such sum in gross as will compensate him for services and the burdens entailed upon him; and that such compensation be made a first lien upon said properties and paid prior to other claims.

Your receiver further reports that in February, 1898, he employed, with the approval of the Court, J. H. Cobb as his attorney and he has acted as such ever since. That your receiver, under orders of the Court, has paid for the services of his attorney up to October 1, 1901, since which date nothing has been paid him. It was understood, at the time of the employment of said attorney that there would be no litigated questions between your Receiver and any of the parties in interest, this cause being in the nature of winding up or reorganization of an insolvent corporation and friendly as between the parties; and in view of that fact it was agreed that the attorney's compensation would be \$125.00 per month. The suit continued a friendly one until about April, 1905, when Messrs. Corning, Gillespie and Fairchild, intervenors, claiming to have obtained assignments of a large portion of the bonds and of Receiver's certificates, for the purpose of effecting a reorganization of the properties under a plan, a copy which is on file herein, attempted to induce your Receiver to unite with and aid them in making such plan effective. This your Receiver declined to do, for reasons already fully stated in

(Testimony of Nathaniel Green.)

reports, papers, and documents on file herein. Said intervenors then began and have ever since continued a series of bitter attacks upon your Receiver, for the purpose of coercing him into a course which he is satisfied would have resulted in the entire loss of every claim against the properties in his hands, whether such claim was against the receivership or the companies. In defending these attacks, and taking the proper steps to preserve said properties since said date, your Receiver has required the almost constant services of his attorney; and such services have been rendered him in aid of the —6— preservation of the properties and the same have been so far preserved for the benefit of creditors who may be ultimately found entitled thereto. The legal services rendered have been most laborious and exacting, as well as unceasing, and have resulted in very great benefit to the trust, and the rate of compensation to said attorney prior to October, 1901, is wholly inadequate for the services since rendered; and your Receiver prays that the Court will allow and fix a sum in gross to be paid to said attorney commensurate with the services rendered.

Your Receiver has turned over to his successor all the property in his hands as Receiver, and is now engaged in turning over the books, papers, and general office files, both of the Receivership and of the companies, as rapidly as they can be checked.

The mining properties so turned over to his successor while heavily encumbered, have yet been so

(Testimony of Nathaniel Green.)

improved, developed and bettered by the work done under this receivership, that by proper business-like co-operation and management on the part of those interested therein, they can be made to pay such incumbrances out of earnings and leave a valuable asset thereafter. Without such co-operation and management, nothing remains to be done, except sell and distribute the proceeds. Were the properties situated in a country readily accessible to large capital, it is probable they would sell for sufficient to pay all claims against them, but a sale under conditions as they exist will undoubtedly result in a large sacrifice. It is a recognition of this fact that has no doubt induced the parties in interest to prolong this receivership during nearly nine years.

Your Receiver cannot close this report without expressing his appreciation of the uniform kindness and courtesy he has received from the officers of the Court. Since the appointment of your Receiver herein the Court—7—has been presided over by three successive Judges, and there have been four successive clerks. Each and all have so fulfilled their respective duties in this case as to make the labors of your Receiver less onerous than they might otherwise have been.

F. D. NOWELL,  
Receiver.

J. H. COBB,  
Attorney.

(Testimony of Nathaniel Green.)

United States of America,  
 District of Alaska,—ss.

F. D. Nowell, being first duly sworn, deposes and says: I am the Receiver above named. I have heard read and know the contents of the above and foregoing report and the same is true as I verily believe.

F. D. NOWELL.

Subscribed and sworn to before me, this 11th day of October, 1906.

[Seal]

L. CHAPIN,

Notary Public in and for Alaska.

Receiver's Liabilities.

October 9, 1906.

Amount reported to the

Court as due March, 1906. . . . . 418,645.85

Interest

Amt. First Issue Certificates. . . . . 190,000.00

Amt. Second Issue Certificates. . . . . 34,173.59

Amt. Third Issue Certificates. . . . . 33,627.24

Amt. Claims (not including interest) . . . . . 67,494.98

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325,295.76

March 31/06 to Oct. 9/06

6 Mo., 9 days at 8% . . . . . 13,662.42

(Testimony of Nathaniel Green.)

F. D. Nowell, Receiver's Salary March 12/06 to Oct. 9/06 . . . . .	2,875.00	
J. H. Cobb, Attorney's Salary, March 21/06 to Oct. 9/06 . . . . .	825.00	
N. Greene, Clerk Services Sep. & Oct. 06 . . . . .	50.00	
Geo. Nowell, Watchman, Wages, Mch. 31/05 to Oct. 9 06. . . . .	472.50	
Alaska Meat Co., Meat for Watchman Sep. 06 . . . . .	6.90	
Dispatch Pub. Co., Account . . . . .	7.00	
Juneau S. S. Co. Account . . . . .	44.75	
Ross, Higgins & Co., Account . . . . .	22.00	
C. W. Young Co., Account . . . . .	1.50	17,967.07
<hr/>		
Less Amt. Paid as shown page 2 . . . . .		436,612.92
		1,652.67
Total Amt. Receiver's Liability Oct. 9/06 . . . . .		<hr/> 434,960.25

Journal Entries.

P. Cannon, Coal sold him . . . . .	15.00	
F. D. Nowell, Coal sold him 7½ Tons @ \$7 . . . . .	52.50	
To Jos. MacDonald a/c . . . . .		67.50
F. D. Nowell . . . . .	238.55	
To Suspense a/c . . . . .	238.55	100.00
To Mellen M. & M. Co. a/c collected . . . . .		138.55

(Testimony of Nathaniel Green.)

## 1

## Account Proceeds of Copper Sale.

Received from Tacoma Smelter for Copper plate sold them .....		2,194.45
Expense a/c shipment of copper, Statement to Court, April 19/06.....	148.75	
Amount actually paid.....	140.25	140.25
Payment made Court Order April 19/06		
Ross, Higgins & Co.....	160.55	
Geo. Nowell, Watchman....	160.00	
J. H. Cobb, Expenses.....	35.00	
N. Greene on a/c.....	200.00	
I. B. Francis.....	82.00	
E. F. Rose.....	12.00	
J. C. Suttley.....	271.00	
N. L. Burton.....	10.00	
F. D. Nowell, Court Fees July 21/05 .....	10.00	
Clerk of Court, Fees.....	50.00	
Payments made Court Order July 27, 1906.		
F. D. Nowell for		
Ross, Higgins & Co.....	3.55	
Alaska Transfer Co.....	6.50	
B. M. Behrends, Exchange..	11.00	
Walter Burch, Watchman..	100.00	
J. H. Cobb, Expenses.....	25.00	
H. B. LeFevre.....	18.05	
J. H. Cobb, Expenses.....	30.00	



(Testimony of Nathaniel Green.)

G. Nowell, Watchman.....	50.00	
G. Nowell, Watchman.....	50.00	
N. Greene, .....	280.00	
Payments made Court Order		
Oct. 1, 1906.		
Geo. Nowell.....	100.00	
Ross, Higgins & Co.....	46.47	
W. Burch.....	107.75	
Error in Deposit.....	.09	1,925.51
		<hr/>
		268.94

CLAIMS AS REPORTED TO COURT.

Approved by Court, Report May 31, 1904.	50,546.95	
Less Error San Francisco a/e.....	.02	
W. Burch, Paid.....	195.10	3,195.12
J. H. Cobb, Paid by Cert.....	3000.00	47,351.83
Report to Court. May 31, 1905.....		11,141.15
Less paid W. Burch.....	12.65	
Str. Fares charged Burch.....	30.25	42.90
Report to Court. June 30, 1905.....		787.16
Report to Court. March, 1906.....		9,672.34
Less. Paid Ross, Higgins & Co.....	122.35	
Paid Geo. Nowell.....	360.00	
Paid Geo. Nowell Str. Fares.....	32.00	
Paid L. D. Francis.....	82.00	
Paid E. F. Rose.....	12.00	
Paid N. Greene.....	480.00	
Paid J. C. Sutley.....	271.30	
Paid N. L. Burton.....	10.00	
Paid F. D. Nowell, Court Fees....	10.00	
Paid F. D. Nowell, Exp. Cobb to		
Skagway.....	35.00	1,414.65
		<hr/>
(Interest due from Mch. 31/06 to Oct.		
9/06 on).....		67,494.93
Report to Court. Oct. 9, 1906.....	4,304.65	
Less. Ross, Higgins a/c per Geo. Nowell.	6.00	4,298.65
		<hr/>
Total amount unpaid claims exclusive of interest..		71,793.58

(Testimony of Nathaniel Green.)

(Here follows Receiver's Exhibit No. 67, which will be found on page 645 [Printed Record, page 1255] of this transcript.)

[Endorsed]: Original. No. 603. In the District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Final Report of F. D. Nowell, Recr. Filed Oct. 11, 1906. C. C. Page, Clerk. By ———, Deputy. J. H. Cobb, Attorney for Recr. Office, Juneau, Alaska.

Mr. BARNHILL.—I now exhibit an order appointing F. D. Nowell as receiver for the purpose of showing that Mr. Malony testified to the truth. Filed February 12, 1898, and ask that it be marked Receiver's Exhibit No. 102.

COURT.—Whether Malony told the truth or not is not an issue in this case,

Mr. SHACKLEFORD.—To which we urge the objection that the International Trust Company was not a party to the action and had no notice of the appointment of a receiver and the further objection that the Court was without jurisdiction to appoint a receiver or to carry on the Receivership by means of a receiver. The further objection that it is incompetent, irrelevant, and immaterial and not binding upon the Trust company.

COURT.—Objection overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 102:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 102 [Order Appointing Receiver, Dated Feb. 12, 1898].**

Apr. 13, 1907. Recrs. Exhibit 102. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

**ORDER APPOINTING RECEIVER.**

The above action having been commenced on the 15th day of December, 1897, by filing of complaint and issuance of summons and filing of a motion, which said complaint and motion, among other things, asked that a receiver be appointed in the above-entitled action to take charge of the property and effects of the said defendants, the Berners Bay Mining & Milling Company, the Seward Gold Mining Company, the Northern Belle Gold Mining Company and the Ophir Gold Mining Company;

And after hearing argument of counsel and full presentation of the case, one E. F. Cassel was appointed receiver of said corporations, and has up to and until this date been acting in that capacity. And upon application of practically all of the creditors, and by various agreements and stipulations entered into by and between the parties and the receiver, and on the showing made by the attorneys for the defendant companies asking that one F. D. Nowell be appointed receiver in the place and stead of the said E. F. Cassel, and the Court being fully advised in the premises, deeming it for the best interests of the parties concerned that the said F. D. No-

(Testimony of Nathaniel Green.)

well be appointed to act as such receiver of all the property, interests and effects, etc., of said corporation, and the said E. F. Cassel having made a report of his actions to this court, and an order having been made discharging him from any further duties as such receiver, and said F. D. Nowell having made, executed and delivered a bond in the sum of Twenty-five thousand dollars (\$25,000.00) running to the judge of this court as requested by the Court, and the said bond having been filed with the clerk, and approved in the usual form.

It is therefore ordered, adjudged and decreed that the said F. D. Nowell be and is hereby appointed receiver of all the property, real and personal, debts due and owing the said corporation, with power to sue and to be sued, and to bring any and all actions of every name, nature and kind, for the purpose of protecting the property of every name, nature and kind belonging to said corporation and reducing the same to possession, and in fact invested with all the rights and power of a receiver according to law; and that the said E. F. Cassel and all other persons, corporations and copartnerships holding any property belonging to said corporations, the Berners Bay Mining & Milling Company, the Seward Gold Mining Company, the Northern Belle Gold Mining Company and the Ophir Gold Mining Company, are hereby ordered to deliver to and turn over the same to the said F. D. Nowell as receiver of said corporations.

(Testimony of Nathaniel Green.)

Done in open court, this 12th day of February, 1898.

CHARLES S. JOHNSON,  
Judge.

[Title of Court and Cause No. 603.]

OATH OF RECEIVER.

United States,  
District of Alaska,—ss.

Frederick D. Nowell being first duly sworn on oath deposes and says that he is the identical person appointed receiver in the above-entitled cause, and that he will, as such receiver, faithfully perform his trust to the best of his ability, and obey all orders of the Court made therein.

FREDERICK D. NOWELL.

Subscribed and sworn to before me this 12 day of February. A. D. 1898,

JOHN R. WINN,  
Notary Public, Alaska.

[Endorsed]: No. 603. United States District Court for the District of Alaska. Decker Bros., Plaintiffs, vs. Berners Bay M. & M. Co. et al., Defendant. Oath of Office. Order appointing F. D. Nowell, Recr. Filed Feby. 12, 1898. Albert D. Elliot, Clerk. By Walton D. McNair, Deputy Clerk. Malony & Winn, Attorneys for Defts.

Mr. BARNHILL.—I now exhibit an order for the removal of the receiver for this purpose that the validity of the certificates are attacked upon the

(Testimony of Nathaniel Green.)

theory that the receiver had no right to issue them—  
This order was filed September 27, 1907.

Mr. COBB.—I understand that also goes in at this time for the purpose of establishing the validity of the receivership upon the International Trust Company. It is an order showing that the receivership was continued by the appointment of another person at the instance of the International Trust Company. It was simply an election upon their part to attack the validity of the certificates.

Mr. SHACKLEFORD.—We have no objection to the introduction of the order.

COURT.—It may be admitted.

Mr. SHACKLEFORD.—The order was made since the International Trust Company became a party to the action.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 103:)

**Receiver's Exhibit No. 103 [Order Removing Receiver, Dated Sept. 27, 1906].**

Apr. 13, 1907. Recr's. Exhibit 103. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

**ORDER FOR REMOVAL OF RECEIVER.**

This cause came on to be heard upon the petition of the International Trust Co. and Corning, Gillespie and Fairchild, for the removal of F. D. Nowell, Receiver herein, and the appointment of some other person as such receiver; and thereupon came the

(Testimony of Nathaniel Green.)

said petitioners, by their attorneys Messrs. Shackelford & Lyons, and the defendant companies by their special counsel, J. F. Malony, and the Receiver F. D. Nowell, by his attorney J. H. Cobb, and announced ready for trial of said petition; and thereupon the petitioners moved the Court to strike out paragraph 4 of the answer of the Receiver, and said motion was argued by counsel and was by the Court denied, to which ruling the petitioners excepted; and thereupon the petitioners by their attorneys moved the Court for judgment upon the petition and the answers thereto; and thereupon the petitioners, Messrs. Corning, Gillespie and Fairchild, dismissed said proceedings on their part; and the matter coming on to be heard upon the said petition and motion for judgment, as the petition and motion of the International Trust Co. alone, was argued by counsel; and the Court having heard said argument and being fully advised in the premises, is of the opinion that said Receiver is interested in the reorganization plan of Clapp and others, and for that reason, and also because of the fact that he is a brother of Geo. M. Nowell, who is actively engaged in said plan of reorganization of said properties in opposition to the plan of Messrs. Corning, Gillespie and Fairchild, it would be proper for the Court to remove him, not because of dishonesty on his part, but because of his interest and relation to one of the organizers of said plan, and that he, the said Receiver, is not in a neutral position with reference to the administration of the trust herein.

(Testimony of Nathaniel Green.)

It is therefore ordered that F. D. Nowell, within fourteen days from this date, file herein his final account as Receiver; and that upon the appointment and qualification of his successor herein, he turn over and deliver to his successor in office all the books, papers, maps and records of the defendant companies, and all the property, of every name and nature, in his hands as Receiver, and thereupon the said F. D. Nowell be removed as Receiver, herein, and relieved from the further performance of the duties of said office. To which ruling of the Court, the defendants and the Receiver excepted, and exception is allowed; and to that portion of the foregoing order which reads as follows: "not because of dishonesty on his part, but," petitioners except, for the reason that the issues tendered by the petition for the Receiver's removal did not involve the question referred to in the part of the order above quoted, and for the further reason that it has been and is the purpose of the petitioners herein to contest any finding as to the honest administration of the trust at all hearings to which it is a party and to the final settlement of the said estate; and the exception of the petitioners is allowed.

Done in Chambers this 27th day of September, A. D. 1906.

ROYAL A. GUNNISON,  
District Judge.

[Endorsed]: 603. In the District Court for the District of Alaska Div. No. 1. Decker Bros. vs.



(Testimony of Nathaniel Green.)

Berners Bay Mining and Milling Company. Order Removing Receiver. Filed Sep. 27, 1906. C. C. Page, Clerk. A. L. Collison, Deputy.

Mr. BARNHILL.—I now exhibit the petition of the International Trust Company and Messrs. Corning, Gillespie and Fairchild Reorganization Committee asking that F. D. Nowell be removed as receiver and that some disinterested person be appointed. It is offered to meet the objection that the Court was without jurisdiction to appoint a receiver and to show that by their subsequent acts have expressly estopped themselves from attacking the validity of the receivership.

Mr. SHACKLEFORD.—We have no objection to the introduction of the instrument.

COURT.—It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 104:)

**Receiver's Exhibit No. 104 [Petition of International Trust Company and Corning, Gillespie and Fairchild, Filed Sept. 24, 1906].**

Apr. 13, 1907. Recrs. Exhibit 104. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

#### NOTICE.

To Fred D. Nowell, Receiver, and J. H. Cobb, His Attorney:

You will please take notice that the petitioners in the annexed petition will call the same up for hear-

(Testimony of Nathaniel Green.)

ing on Monday, September 24, 1906, at ten o'clock A. M., or as soon thereafter as counsel can be heard, and will request that the same be set down for hearing and heard Tuesday, September 25, 1906, at ten o'clock A. M., with and at the same time as the petition of C. M. Summers and Henry Shattuck herein.

SHACKLEFORD & LYONS,

Attorneys for Petitioners.

[Title of Court and Cause No. 603.]

PETITION.

Come now the International Trust Company, one of the parties in the above-entitled action, and Messrs. Corning, Gillespie and Fairchild, Reorganization Committee, and present this their petition to the Court and respectfully show:

I.

That the International Trust Company is the trustee of the mortgage and bond issue of \$500,000 against the property of the defendant companies.

II.

That your petitioners, Messrs. Corning, Gillespie, and Fairchilds are the owners and holders of \$143,000, face value, of Receiver's Certificates issued by the Receiver herein.

III.

That on or about the 25 day of August, 1905, an order was duly made and entered in the above-entitled action restraining and prohibiting the Receiver F. D. Nowell and his attorney from in anywise

(Testimony of Nathaniel Green.)

having anything to do with any reorganization plan or taking any part in the same; that since said date one George M. Nowell, a brother of the Receiver F. D. Nowell, promulgated a reorganization plan and is attempting to persuade various depositors to join the said plan and that the said George M. Nowell has been introduced to various depositors at Juneau, Alaska, by the said Fred D. Nowell; and that the said George M. Nowell is actively engaged in opposing the reorganization plan of your petitioners, Messrs. Corning, Gillespie and Fairchild; that by reason of the relationship between the Receiver and the said George M. Nowell, the further maintenance of the said Fred D. Nowell in office as Receiver herein is improper and unfair; that your petitioners are informed and believe that the said John H. Cobb and his partner John F. Malony have agreed to deposit their certificates with the said reorganization plan and that it has been agreed that all certificates of the said F. D. Nowell in the said receivership should be deposited in the said reorganization plan of the said George M. Nowell and that his interest in the said plan is such as to render the further administration of the trust by the said Fred D. Nowell unfair and improper.

Wherefore, your petitioners pray that a disinterested person be appointed as a receiver of the properties herein in the place and stead of the said Fred D. Nowell and that the appointment of the said Fred D. Nowell be vacated, and for such other and fur-

(Testimony of Nathaniel Green.)

ther relief in the premises as to the Court may seem meet and proper.

SHACKLEFORD & LYONS,  
Attorneys for Petitioners.

United States of America,  
District of Alaska,—ss.

I, Lewis P. Shackelford being first duly sworn, on oath say: that I am one of attorneys for petitioners in the above-entitled action; that I have read the foregoing petition and know the contents thereof, and believe the same to be true; I make this verification for petitioners for the reason that there are none of the petitioners in the District of Alaska.

LEWIS P. SHACKLEFORD,

Subscribed and sworn to before me, this 22d day of Sept., A. D. 1906.

[Seal]

T. R. LYONS,  
Notary Public for Alaska.

[Endorsed]: No. 603. In the District Court First Division, District of Alaska. Decker Bros., Plaintiff, vs. Berners Bay Mining & Milling Co. et al., Defendants. Original. Petition. Filed Sep. 24, 1906. C. C. Page, Clerk. By A. L. Collison, Deputy. Shackelford and Lyons, Attorneys for Petitioners. Juneau, Alaska.

Mr. BARNHILL.—Now, if the Court please I present an order of this Court signed Royal A. Gunnison, dated October 2, 1906, appointing J. C. McBride as receiver in this cause. I ask that it be marked Receiver's Exhibit No. 105.

(Testimony of Nathaniel Green.)

Mr. SHACKLEFORD.—No objection.

COURT.—It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 105:)

**Receiver's Exhibit No. 105 [Order Appointing J. C. McBride, as Receiver, Dated Oct. 2, 1906].**

Apr. 13, 1907. Recrs. Exhibit 105. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

ORDER.

Whereas, This Court did heretofore, to wit, on September 27th, 1906, after full hearing and notice, make and enter its order in the above-entitled cause removing F. D. Nowell, Esq., as receiver of the defendant corporations herein, and

Whereas, By said order said receiver, F. D. Nowell, Esq., was directed upon the appointment and qualification of his successor to turn over to said successor all the books, papers, maps and records of the defendant companies and all the property of every name and nature in his hands as receiver herein, and was granted certain time, to wit, fourteen days from said date to file his final account as said receiver herein, and

Whereas, Hon. W. B. Hoggatt was on the third day of January, 1906, by an order of this Court duly made and entered on that day, appointed co-receiver for certain purposes herein and with certain powers

(Testimony of Nathaniel Green.)

and privileges in reference to said proprty of said defendant corporations, and

Whereas, The said Hon. W. B. Hoggatt has this day resigned as said co-receiver herein, and said resignation has been accepted, and there is now a vacancy in said receivership, and

Whereas, all the parties in interest in this cause being represented at this hearing and said matter having been presented and submitted to this Court, and this Court being duly advised in the premises does now

Order and Decree that John C. McBride be and he is hereby appointed as sole receiver of said Berners Bay Mining and Milling Company, Seward Gold Mining Company, Ophir Gold Mining Company, and Northern Belle Gold Mining Company, all corporations, defendants herein, and of all of the property, real, personal and mixed, situated within the jurisdiction of this Court, upon his giving a bond in the sum of \$25,000.00, lawful money of the United States, with full authority and power to enter upon and take possession of all of said property and to manage, control and operate the same, and preserve and protect it under the orders and directions of this Court; said receiver being further authorized and empowered to conduct all pending actions and proceedings in this Court and to possess and enjoy all the customary powers of a receiver in equity with all rights and powers heretofore granted to either of his two immediate predecessors, with the right to ap-

(Testimony of Nathaniel Green.)

ply to this Court upon notice for further and additional directions and instructions.

Done this second day of October, 1906.

ROYAL A. GUNNISON,

Judge.

[Endorsed]: Original. No. 603. In the District Court of the United States for the District of Alaska, Division Number One, at Juneau. E. O. Decker and J. M. Decker, Co-partners Doing Business Under the Firm Name and Style of Decker Brothers, Plaintiffs, vs. The Berners Bay Mining and Milling Co. and Others, Defendants. Order Appointing Receiver. Filed Oct. 3, 1906. C. C. Page, Clerk. By A. L. Collison, Deputy.

Mr. BARNHILL.—I now exhibit objections to order of sale, made by the International Trust Company and Messrs. Corning, Gillespie and Fairchild, the reorganization committee, filed in this cause on March 13, 1906, for the purpose of showing that at that time they raised no objections and made no objections to the validity of the receiver in this cause. I ask that it be marked Receiver's Exhibit No. 106.

Mr. SHACKLEFORD.—We object to it as incompetent, irrelevant and immaterial.

COURT.—The objection will be overruled. I do not wish, however, to be bound by these rulings if further on in the case I conclude that these matters are immaterial. I will hear the argument of counsel on them at the conclusion of the trial.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 106:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 106 [Objections to Order of Sale, Filed March 13, 1906].**

Apr. 13, 1907. Recrs. Exhibit 106. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

**OBJECTIONS TO ORDER OF SALE.**

Now, comes Messrs. Shackelford & Lyons and John J. Boyce, the attorneys for the International Trust Company, a corporation, defendant herein, made a new party by order of this Court, and R. McM. Gillespie, Samuel W. Fairchild and C. R. Corning, under the name and style of the Reorganization Committee of the Berners Bay Mining & Milling Company, petitioners herein, and within twenty-four hours from the serving upon them of a proposed copy of order of sale, sought herein, make and file these their objections to the form and substance of said draft of said proposed order, and object to the making or entering of the same upon the following grounds:

1. On the ground that the order of sale ought not to be made before the settlement of priorities as between the different lienholders and claimants herein.

2. That said order of sale ought to be entered herein before the trial of the issues raised herein on the cross-complaint of the Berners Bay Mining & Milling Company, Seward Gold Mining Company, Ophir Gold Mining Company and Northern Belle Gold Mining Company, corporations, filed herein,



(Testimony of Nathaniel Green.)

December 9, 1905, and answered herein by the International Trust Company, March 5, 1906, to which answer no reply has yet been served or filed; that said International Trust Company has been permitted to file a cross-complaint herein, and no issue has been joined thereon.

3. That any sale taking place prior to the settlement of the priorities of the liens will result in a sacrifice of the property; that the mortgagee cannot safely bid on said property and the holders of receiver's certificates cannot safely bid on said property owing to the uncertainty of their rights.

4. That it is necessary to clear the title to said property in respect to claims arising under a certain easement agreement of May 11, 1899, referred to and counted on in said answer of the International Trust Company, filed March 5, 1906, and in the cross-complaint of said International Trust Company, this day filed.

5. That there is now pending in this court an action brought by the receiver herein against Alaska Nowell Gold Mining Company and others for the recovery of certain property adjoining the property of the Berners Bay Mining & Milling Company, which it is claimed belongs in equity to the said Berners Bay Mining & Milling Company.

6. That said order of sale ought not to authorize the sale of said property free from the lien of the mortgage of the International Trust Company, dated July 1, 1896, since said lien has not been adjudicated

(Testimony of Nathaniel Green.)

to be subordinate to any other liens on said property; nor has its priority been determined.

8. That said order of sale ought not to be granted because no proof or evidence was introduced at the hearing in support of said application for a sale.

9. That no creditors are applying for said sale of said premises, and creditors represented by the undersigned attorneys are opposing said sale at this time; that the undersigned represent the following creditors; International Trust Company, representing the entire bonded indebtedness, secured by first lien upon said property; and the holders of receiver's certificates in the sum of \$140,000.00.

SHACKLEFORD & LYONS and  
JOHN J. BOYCE,

Attorneys for the International Trust Company and  
the Reorganization Committee.

[Endorsed]: No. 603. In the United States District Court for District of Alaska. Division No. 1. E. O. Decker & J. M. Decker, etc., Plaintiff, vs. Berners Bay M. & M. Co. et al., Defendant. Original. Objections to Order of Sale. Filed Mar. 13, 1906. C. C. Page, Clerk. By D. C. Abrams, Deputy. J. J. Boyce, Lewis P. Shackelford & Lyons, Attorney for Deft. Int. Trust Co., Juneau, Alaska.

Mr. BARNHILL.—I now exhibit the Assignment of Errors of the International Trust Company on the appeal taken from the order of sale in this cause filed in this case April 6, 1906, for the purpose of showing that there was no objections made at that time to the validity of the receivership.

(Testimony of Nathaniel Green.)

Mr. SHACKLEFORD.—No objections other than it is incompetent, irrelevant and immaterial.

COURT.—It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 107:)

**Receiver's Exhibit No. 107 [Assignment of Errors,  
Filed April 6, 1906].**

Apr. 13, 1907. Recrs. Exhibit 107. A. W. Fox,  
Dep. Clerk.

[Title of Court and Cause No. 603.]

ASSIGNMENT OF ERRORS.

Comes now the International Trust Company, a corporation, one of the defendants in the above-entitled cause in the above-entitled court and the appellant herein and at the time of filing its petition for the allowance of an appeal herein, now makes and files this, its assignment of errors, an appeal herein and says that in the records and proceedings in the above-entitled and numbered cause there is manifest error, which calls for the reversal of the order of sale of said District Court for the District of Alaska, Division Number One, made, signed, filed and entered in said Court in said cause on March 13, 1906.

And the said International Trust Company, a corporation, the defendant and appellant aforesaid, now makes, assigns and designates the following grounds and specifications of error upon which it will rely upon said appeal, as follows, to wit:

(Testimony of Nathaniel Green.)

I.

That said Court erred in ordering the sale of said real property before the settlement of priorities.

II.

That said Court erred in ordering the sale of said real property before the settlement of priorities as between the lien of the mortgage of July 1, 1896, and the liens of the holders of receiver's certificates.

III.

That said Court erred in making and granting said order of sale before the trial of the issues raised herein by the pleadings on file in said cause.

IV.

That said Court erred in making and granting said order of sale before the trial of the issues raised herein by the pleadings on file in said cause and prior to the trial of the issues raised by the cross-complaint of the Berners Bay Mining and Milling Company, Seward Gold Mining Company, Ophir Gold Mining Company and Northern Belle Gold Mining Company, corporations filed herein December 9, 1905, and answered herein by this defendant, International Trust Company, March 5, 1906.

And also before the trial of the issues raised by the cross-complaint of this defendant, International Trust Company, filed herein on the 13th day of March, 1906, prior to the making of said order of sale.

V.

That said Court erred in ordering said property

(Testimony of Nathaniel Green.)

sold before the title to the same was cleared from the claims arising under a certain easement agreement of May 11, 1899, referred to and counted on in said answer of this defendant, International Trust Company, filed March 5, 1906, and in the said cross-complaint of this defendant, International Trust Company, filed as aforesaid.

#### VI.

That this Court erred in making and granting said order of sale before the trial of the action now pending in this court brought by the receivers herein against the Alaska Nowell Gold Mining Company and others, for the recovery of certain property adjoining the property of the Berners Bay Mining and Milling Company and known as the Johnson Group of Claims, which property it is claimed belongs in equity to the said The Berners Bay Mining and Milling Company, one of the insolvent corporations defendant herein.

#### VII.

The Court erred in making and granting the order of sale at this time because the exposure of said property for sale before the settlement of the respective rights of the claimants and creditors herein and under the conditions of the issues herein and under the existing circumstances will result in a sacrifice of said property and irreparable damage to this defendant, International Trust Company.

#### VIII.

The Court erred in making and granting said

(Testimony of Nathaniel Green.)

order of sale in the manner and form in which the same was made, prescribing the manner in which bids should be accepted and limiting the amount thereof, on the ground that the same will tend to limit the bidders and prevent competition.

IX.

That it was error for the Court to find and decree that said mortgage deed of trust of July 1, 1896, was not a lien upon said property and that said real property should be sold, freed and discharged of all claims and incumbrances thereon.

X.

That the Court erred in finding, decreeing and adjudicating the rights of the defendant, International Trust Company, before said defendant had a hearing or had a day in Court.

XI.

That the Court erred in finding, decreeing and adjudging as to the rights of said defendant, International Trust Company, under its mortgage deed of trust of July 1, 1896, because said finding, decree and adjudication was without due process of law and no trial was had in said Court in said cause upon the issues tendered by the pleadings therein.

XII.

That said Court erred in finding, decreeing and adjudging that said property be sold free from the lien of the mortgage deed of trust of July 1, 1896, held by this defendant, International Trust Company.

XIII.

That said Court erred in finding, decreeing and ad-

(Testimony of Nathaniel Green.)

judging that said property be sold free from the lien of the mortgage deed of trust of July 1, 1896, held by this defendant, International Trust Company, since said lien had not been adjudicated to be subordinate to any other liens on said property nor had its priority been determined nor had the vested rights of said defendant, International Trust Company, in and to said property been passed upon or tried by said Court upon the merits.

XIV.

That said Court erred in making and granting said order of sale and said interlocutory decree without any proof or evidence being introduced at the hearing in support of said applications for a sale or either of them.

XV.

The Court erred in making and granting said order of sale without the application of any of the creditors and against the objection of a majority of the creditors.

XVI.

That said Court erred in making and granting said order of sale and in making the findings and interlocutory decree affecting the rights of this defendant, International Trust Company, in the real property covered by said mortgage deed of trust of July 1, 1896; and this defendant's title and ownership therein has never been adjudicated by said Court in said cause and said defendant has never had any hearing or day in Court as to said rights.

(Testimony of Nathaniel Green.)

### XVII.

The Court erred in making and granting said order of sale and said interlocutory decree upon the ground that the same confiscates the rights of said International Trust Company in said property without a hearing.

### XVIII.

That the Court erred in making and granting said order of sale and rendering and entering said interlocutory decree upon the grounds stated and specified in the written objections filed herein March 13, 1906, on behalf of this defendant and said re-organization committee, and upon each of said grounds.

Wherefore, said International Trust Company, a corporation, the appellant herein, prays that the said order of sale of said District Court in and for the District of Alaska, Division Number One, made and entered March 13, 1906, be reversed, set aside and held for naught.

JOHN J. BOYCE, and

SHACKLEFORD & LYONS,

Attorneys for Defendant and Appellant, International Trust Company.

Personal service admitted by copy this 6th day of April, 1906.

J. H. COBB,

Attorney for F. D. Nowell, Receiver.

Personal service admitted by copy this 6th day of April, 1906.

J. M. DECKER,

Surviving partner of Decker Brothers.



(Testimony of Nathaniel Green.)

Personal service admitted by copy this 6th day of April, 1906.

G. M. IRWIN,

Attorney for Berners Bay Mining & Milling Co.,  
Seward Gold Mining Co., Ophir Gold Mining  
Co. and Northern Belle Gold Mining Co.

[Endorsed]: Original No. 603. In the District Court for the Dist. of Alaska, Div. No. 1. E. O. Decker et al., Plaintiffs, vs. The Berners Bay M. & M. Co. et al., Defendants. Assignment of Errors. Filed Apr. 6, 1906. C. C. Page, Clerk. By ———, Deputy. Shackelford & Lyons and John J. Boyce, Attorneys for Defendant, International Trust Co.

Mr. BARNHILL.—I now exhibit the petition of Corning, Gillespie and Fairchild, stating that they are the owners and holders of 546 bonds and also owners and holders of Receiver's Certificates of the face value of \$146,000.00 and asking that C. W. Young be appointed receiver to succeed F. D. Nowell.

Mr. SHACKLEFORD.—The International Trust Company has no other objection than that it has already been ruled on by the Court.

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 108:)

(Testimony of Nathaniel Green.)

**Receiver's Exhibit No. 108 [Petition of Corning, Gillespie, and Fairchild, Asking that C. W. Young be Appointed Receiver, Filed Sept. 27, 1906].**

Apr. 13, 1907. Recrs. Exhibit 108. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

### PETITION.

The undersigned, Re-organization Committee of the Berners Bay Mining & Milling Company, the owners and holders of 546 bonds, issued under the mortgage to the International Trust Company, which is a first lien upon the properties in the hands of the receiver herein, and also the owners and holders of Receiver's Certificates herein of a face value of \$146,000, hereby respectfully recommend to the court the appointment of C. W. Young, of Juneau, Alaska, as successor to F. D. Nowell as receiver in case the said F. D. Nowell is removed.

C. R. CORNING,

R. McM. GILLESPIE,

S. W. FAIRCHILD,

Reorganization Committee.

Per LEWIS P. SHACKLEFORD,

One of Its Attorneys.

[Endorsed]: 603. In the District Court for the District of Alaska, Div. No. 1. Decker Bros. vs. Berners Bay Mining & Milling Co. et al. Petition for Ap-

(Testimony of Nathaniel Green.)

pointment of C. W. Young, Receiver. Filed Sep. 27, 1906. C. C. Page, Clerk. By A. L. Collison, Deputy.

Mr. BARNHILL.—I now exhibit a petition of the International Trust Company, signed by its attorney, filed in this case on September 27, 1906, asking that C. W. Young be appointed receiver in place of F. D. Nowell.

Mr. SHACKLEFORD.—Objected to as incompetent, irrelevant and immaterial.

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 109:)

**Receiver's Exhibit No. 109 [Petition of International Trust Co. Asking that C. W. Young be Appointed Receiver, filed Sept. 27, 1906].**

Apr. 13, 1907. Recr's. Exhibit 109. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

#### PETITION.

The undersigned, International Trust Company, a corporation, by its attorneys, respectfully represent to this Court that in case of the removal of the receiver herein, F. D. Nowell, C. W. Young, of Juneau, Alaska, be appointed receiver of the defendant corporation in the above entitled action; and respectfully represents that it is the trustee of the

(Testimony of Nathaniel Green.)

issue of mortgage bonds of the par value of \$500,000 against the properties of the defendant corporations.

**INTERNATIONAL TRUST COMPANY,**

By **SHACKLEFORD & LYONS,**

Its Attorneys.

[Endorsed]: 603. In the District Court for the District of Alaska, Div. No. 1. Decker Bros. vs. Berners Bay Mining & Milling Co. et al. Petition for Appointment of C. W. Young, Receiver. Filed Sep. 27, 1906. C. C. Page, Clerk. By A. L. Collison, Deputy.

Mr. BARNHILL.—I now exhibit a petition purporting to be signed by the holders of receiver's certificates filed in this case on September 27, 1906, asking that C. W. Young be appointed as receiver.

Mr. SHACKLEFORD.—We object to the same as incompetent, irrelevant and immaterial.

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 110:)

**Receiver's Exhibit No. 110 [Petition of Holders of Certificates Asking that C. W. Young be Appointed Receiver, Filed Sept. 27, 1906].**

Apr. 13, 1907. Recrs. Exhibit 110. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

#### PETITION.

The undersigned, holders of Receiver's Certificates of the Berners Bay Mining & Milling Company and

(Testimony of Nathaniel Green.)

allied corporations, issued in the above-entitled cause, the face value of which certificates are set out opposite their names here below, respectfully petition the court that in case of the removal of F. D. Nowell as receiver in the proceedings now pending, C. W. Young of Juneau, Alaska, be appointed as receiver in the above-entitled action.

Name	Amount of Certificates
B. M. Behrends.....	23571.78
George Kyrage.....	229.00
Jack Zavodsky.....	30.98
C. Goldstein .....	160.19
Henry Shattuck (as collateral security)....	1098.67
W. W. Casey.....	287.18
The First National Bank of Juneau Alaska	
By C. M. Summers, Prest.....	269.95
C. M. Summers (as collateral).....	3242.41
Alaska Meat Co. Per J. Reck.....	2122.74
J. Reck .....	348.67
John Olds .....	120.00
West Coast Grocery Co. Per L. P. Shackle- ford, Certificates full Value.....	1200.00
For Thomas Stokes certificates No. One not deposited Per L. P. Shackelford.....	\$5000.00
Ross, Higgins & Co. Ltd. Claims against Re- ceivership amount open a/c.....	88.02
Geo. F. Miller full certificates.....	197.63

[Endorsed]: 603. In the District Court for the District of Alaska, Div. No. 1. Decker Bros. vs. Berners Bay Mining & Milling Co. et al. Petition for Appointment of C. W. Young, Receiver. Filed Sep.

(Testimony of Nathaniel Green.)

27, 1906. C. C. Page, Clerk. By A. L. Collison, Deputy.

Mr. BARNHILL.—I now exhibit a petition and consent to issue receiver's certificates. This is a petition by the International Trust Company to the Honorable Royal A. Gunnison, filed in this cause on December 20, 1906, in which the International Trust Company petitions Judge Gunnison to issue receiver's certificates and consents to such issue.

Mr. SHACKLEFORD.—We object to it as incompetent, irrelevant and immaterial. I am prepared to state at this time that—

COURT.—The objection will be overruled. I do not care to hear any argument at this time.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 111:)

**Receiver's Exhibit No. 111 [Petition and Consent to Issuance of Certificates, Dated Dec. 20, 1906].**

Apr. 13, 1907. Recer's Exhibit 111. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

**PETITION AND CONSENT TO ISSUANCE OF RECEIVER'S CERTIFICATES.**

Comes now the International Trust Company and respectfully shows to the Hon. Royal A. Gunnison, Judge of the above-entitled court:

**I.**

That your petitioner is a corporation and is a party to this action and is the Trustee under a mort-

(Testimony of Nathaniel Green.)

gage deed of trust from the Berners Bay Mining & Milling Company made July 1st, 1896, to secure an issue of bonds in the sum of \$500,000, and that said bonds have been issued and are outstanding, and that your petitioner has heretofore been made a party to this action, that among the properties in the hands of your Receiver and conveyed in the said mortgage deed of trust are a number of possessory mining claims which will more fully appear from the report of J. C. McBride, Receiver herein, and that your petitioner is informed and believes that the annual labor required by law to be performed upon said claims has not been performed during the year 1906, and that unless the same be performed the same are liable to be lost to your petitioner and to the estate represented by the receiver herein, and to all parties in interest.

## II.

That your petitioner is willing to and does waive its mortgage lien in favor of the lien of such Receiver's certificates as may be necessary to protect the said property or any portion thereof from forfeiture under the mining laws of the United States for the year 1906, but reserves any and all objections to any and all Receiver's Certificates heretofore issued and receiver's indebtedness heretofore incurred, and prays this Court to order and authorize the said Receiver to proceed with the performance of the said annual labor and borrow sufficient sum for that purpose, and make the same a lien prior to the mortgage of your petitioner to all Receiver's certificates here-

(Testimony of Nathaniel Green.)

tofore issued, to all claims of whatsoever nature of the Receiver or Receivers herein against this trust, and for such other and further relief in the premises as to the Court may seem meet and proper.

INTERNATIONAL TRUST COMPANY,

By JNO. M. GRAHAM,

Prest.

SHACKLEFORD & LYONS,

Attorneys for Petitioner.

United States of America,

District of Alaska,—ss.

I, L. P. Shackelford, being first duly sworn, on oath say: That I am one of the petitioner's attorneys in the above entitled action; that I have read the foregoing petition and know the contents thereof and believe the same to be true; that I make this verification because the petitioner is a foreign corporation and has no officers or agents in the district.

LOUIS P. SHACKLEFORD.

Subscribed and sworn to before me this 20th day of Dec., A. D. 1906.

[Seal]

C. C. PAGE,

Clerk District Court Division No. 1, Alaska.

[Endorsed]: Original. No. 603. In the District Court for the District of Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Petition & Consent to Issuance of Receiver's Certificate. Filed Dec. 20, 1906. C. C. Page, Clerk. Shackle-



(Testimony of Nathaniel Green.)

ford & Lyons, Attorneys for Petitioner. Office, Juneau, Alaska.

Mr. BARNHILL.—That is all with Mr. Green at this time but unless we can agree to wait until Mr. Nowell comes I will ask leave to recall Mr. Green. You may cross-examine.

Cross-examination.

Q. (By Mr. SHACKLEFORD.) Take Receiver's Report of February 10th and turn to page 179, I call your attention to the first nine certificates on the list and I will ask you what those certificates were issued for? A. They were issued for cash.

Q. Now, Certificate No. 7 has simply been cancelled and other certificates issued in lieu of it?

A. Yes, sir.

Q. Take certificates nine, eleven, twelve and thirteen—what were they issued for?

A. No. 9, I just testified about that.

Q. Is it not a fact that those certificates were issued for indebtedness incurred by Mr. Nowell prior to the entry of the order allowing \$190,000 worth of certificates to be issued?

COURT.—Don't the order and certificates show that?

Mr. SHACKLEFORD.—I don't know. I think the order shows that the issue of certificates appears to be old claims and I merely want to have it appear that they were actually issued for those two purposes.

COURT.—The orders and certificates ought to show. I do not want to go into the entire relationship

(Testimony of Nathaniel Green.)

between the orders and certificates without there is some claim of some fraud.

Mr. SHACKLEFORD.—I think it shows that a large number were issued for various claims against the receiver.

COURT.—You claim that it was not in compliance with the order of the Court?

Mr. SHACKLEFORD.—Yes.

COURT.—You may show that.

Q. I will call your attention to these certificates: one to nine inclusive, ninety-five to ninety-nine, 111 to 121 inclusive, certificates 124 to 128 inclusive, and ask you if it is not a fact that out of the first issue of certificates those were all the certificates which were sold for cash?

A. I think they were, yes, sir.

Q. Now, I will ask you to turn to page 191 of the report, Mr. Green, these certificates listed there were not carried along in the first issue of the certificates?

A. They were all for other accounts.

Q. They do not belong to the issue of \$190,000?

A. No.

Q. They were issued before that order was ever entered? A. Yes, sir.

Q. And retired? A. Yes, sir.

Q. None outstanding now?

A. They show on the face of the paper.

Q. All the certificates except the ones which I have just named as having been issued for cash were as a matter of fact issued for various obligations in-

(Testimony of Nathaniel Green.)

curred by the receiver and old accounts prior to October, 1901.

A. They were issued for obligations, yes, sir.

Q. They were not issued in payment for any work done subsequent to 1901, were they?

A. Subsequent to 1901, I would have to look through them. There may have been a few.

Q. Most all were prior to that time?

A. Most of them were.

Q. I will call your attention also to page 186 of the Receiver's report and I desire you to tell the Court when the first issue reached the limit of \$190,000—at what point in that report.

A. Why, the amount at no time exceeded \$190,000.

Q. What is that—the Court authorized the issuance of \$190,000 worth of certificates—when had he done that—at what time in the list of certificates had he done that?

COURT.—As shown on page 186?

A. Page 186 does not show that.

Q. It is a fact that on several occasions the issue has reached \$190,000, that the receiver has retired some of them and closed them out and classed them as of the first issue because they were retired and issued other certificates in their stead?

A. I do not think that is true if I understand the question.

Q. It is not true that the receiver had exceeded the issue on several occasions and he then made payments thereby reducing the amount outstanding?

(Testimony of Nathaniel Green.)

A. He has only made payments by canceling one and issuing others.

Q. How is that?

A. But never by payment—the certificates outstanding were replaced.

Q. There were two cash payments made on certain portions of the certificates?      A. Yes, sir.

Q. Take for instance the second cash payment, the receiver had already reached the \$190,000 when that payment was made, had it not?

A. I don't think he had.

Q. Never did?      A. No, sir.

Q. You know that a considerable portion of the money which was furnished about June or May, 1902, was used to apply on the payment of outstanding indebtedness?      A. I know that.

Q. Was there not \$190,000 issued at that time?

A. No, sir, I think not, I am quite positive not.

Q. Now, take certificates 134 to 149, also certificates 155 to 170, it is true that those certificates could not have been issued under the \$190,000 order if you had not received cash and made payments on some of the other certificates?

A. The point was that we received the cash for issuing the certificates—therefore the face of the outstanding debt was not changed. We issued the certificates to the men who furnished the amount and got the cash.

Q. It is a fact that in treating with this issue you always treated it as though you had reached the is-

(Testimony of Nathaniel Green.)

sue up to \$190,000 whether you had previously reached that limit or not, state if you were not at that limit on a certain date.

A. We treated it that we had \$190,000 worth of certificates outstanding at any date :

Q. No matter whether you had \$190,000 outstanding some time previous to that?

A. That was not the case. We never did—we never had \$190,000 more than \$190,000, I do not think the full issue was made even at this time.

Q. The first issue you think never did at any one time reach the full \$190,000. I will pass that question. I would like to look that up. Turn to certificate No. 22, October 14, 1901, was that certificate issued as of that date? A. It was not.

Q. What date was it issued?

A. About the time of the MacDonald contract.

Q. In 1903? A. I think so.

Q. You know that certificate had previously been reported to the Court and cancelled?

A. Yes, sir.

Q. You know also that there is an account for labor amounting to some \$6,994 on the Kensington?

A. It is carried in the accounts on the books.

Q. You know as an actual fact from your own knowledge that he never furnished a single cent other than that of the old debts of the Berner's Bay Mining & Milling Company.

A. It all appears on the books.

Q. Some time prior to August, 1903, Mr. Nowell transferred the old Berners Bay claim for Salary,

(Testimony of Nathaniel Green.)

which had accrued prior to his appointment as receiver to his credit as receiver, that is correct?

A. I think the payment was made by the receiver and was charged back on the books: I do not think it was carried on the old books.

Q. It was for claims, salary and everything?

A. On the old books it stands as an open account.

Q. And you moved it up to his credit on those books?

A. I charged the payment, there was a charge of F. D. and W. E. Nowell, that was balanced, I think, in the old books and the old balance brought forward and the new balance carried back.

Q. Mr. Nowell received full credit for the amount which he claimed to be due him prior to his appointment as receiver?      A. Yes, sir.

Q. That is true also of the Kensington account?

A. Yes, sir.

Q. The money that actually went into the Kensington was the receiver's money?

A. It was paid by the receiver.

Q. Charged to him?

A. To F. D. and W. E. Nowell.

Q. Credited to the receiver?

A. The receiver took credit for it.

Q. So they did not furnish anything?

A. Nothing but their own credit.

Q. Which consisted of this old balance?

A. In part.

Q. Upon what authority did you transfer the items from the old Berners Bay books to these books

(Testimony of Nathaniel Green.)

—who told you to do that. Did you have an order of the Court at that time?

A. No order of the Court.

Q. Did Mr. Nowell tell you to do that?

A. I don't think he did.

Q. Did you do it of your own volition?

A. I balanced the account.

Q. Nobody instructed you to do it at all?

A. As to that I could not say whether I had instructions or not.

Q. With reference to those accounts, with reference to this matter, when you started in keeping books for F. D. Nowell as receiver, there had been a receiver prior to that time, did you have charge of them yourself?      A. No, sir.

Q. Did he have a separate set of books?

A. No.

Q. You did not start a new set then?

A. I did not with the exception of the cash-book.

Q. You merely used the old books of account of the Northern Belle, Seward and other companies?

A. Practically. You will observe that I went in in July—the books were—

Q. I am not talking about that. That was the method the receiver kept his books?

A. Yes, sir.

Q. The old Berners Bay books?

A. They were never closed.

Q. The Berners Bay had a set and the Seward Company had another set?

(Testimony of Nathaniel Green.)

A. Yes, the old company had many accounts open.

Q. I will ask you to turn to certificate No. 106 Mr. Green. Was that certificate issued on the 14th of October, 1901?

A. It was issued on the same date as the two previous to it.

Q. It had been previously reported to the Court as spoiled and cancelled?

A. I believe it had.

Q. Did Mr. Wallace Hackett ever furnish you with a voucher for that \$5,000?

A. That should be \$5,500.

Q. You had better correct that with a pencil. Did Wallace Hackett ever give you a voucher for that certificate?

A. I don't think so, I never saw it.

Q. The certificate was originally reported to the Court—Wallace Hackett for services?

A. I don't remember about that.

Q. I call your attention to this report then:

A. Wallace Hackett for services \$5,500.

Q. \$5,500 so marked?           A. Yes, sir.

Q. As a matter of fact that certificate, I call your attention to No. 106, turn to the stub-book, does it not as a matter of fact show that it was for \$5500?

A. \$5500, yes, sir.

Q. You know, Mr. Green, don't you, that that certificate was intended to and never was for the purpose of paying Wallace Hackett for any services.



(Testimony of Nathaniel Green.)

A. Yes, I do know that it states so on the stub.

Q. You know it was sent east and made to appear that it was Mr. Hackett's instrument and then returned to Thomas S. Nowell for his own personal use?

A. I believe so.

Q. And it is true, Mr. Green, that you said on examination here in either September or August, 1905, that the old certificates, 22, 25 and 106, which had been previously reported as spoiled and cancelled were used by the Nowells when reporting those certificates so as to prevent the number and certificates coming along at the end of that report which was to be shown to Mr. Joseph MacDonald?

A. I think so.

Q. And it was the purpose of using those old numbers and dating the issuance so as to conceal from Joseph MacDonald that they had recently issued?

A. They had no authority to take them until that very day.

Q. Do you know of any services that Mr. Wallace Hackett ever performed for the corporations?

A. No, sir.

Q. Do you know of any claim that Wallace Hackett ever made for services?

A. None that I know of.

Q. I will call your attention also, Mr. Green, just take this list, I will run over the Receiver's Statement of Liabilities filed January 6, 1904. I desire to call your attention to Certificate No. 156. Read what that says on the statement of liabilities.

(Testimony of Nathaniel Green.)

A. Certificate No. 156, November 6, 1902, F. D. Nowell.

Q. As a matter of fact, Mr. Green, you know that certificate was issued to Thomas S. Nowell?

COURT.—What is the number?

A. No. 156. Thomas S. Nowell, yes, sir.

Q. Turn to Nos. 163, 164 and 165.

A. F. D. Nowell, all of them.

Q. Who was the certificate issued to?

A. Thomas S. Nowell.

Q. No. 166. Is that in the same condition?

A. Yes, sir.

Q. Also No. 168?

A. Thomas S. Nowell.

Q. No. 169? A. Same condition:

Q. Was No. 167, is that in the statement of August, 1903?

A. No. 187, that does not appear here.

Q. It is not on the list of 1903? A. No.

Q. You said, Mr. Green, in September or August, 1900, before this Court that all the certificates bearing T. S. Nowell's name were reported otherwise for some purpose in connection with the Joseph MacDonald deal? A. No, sir, I did not.

Q. You do admit that Nos. 22, 23 and 106 were?

A. I expected at that time to show that it was simply a mistake in typewriting.

Q. And No. 106 was also to Wallace Hackett?

A. I think so—that answer that was not, I am talking about these later ones.

(Testimony of Nathaniel Green.)

Q. It was a fact that at the time certificates were issued, in August, 1903, it was expected that Mr. MacDonald would shortly take over the property and buy the certificates? A. Yes, sir.

Q. Have you the original statement from which this copy was prepared?

A. I think it is here in Court, I left it here.

Mr. SHACKLEFORD.—If the Court please I would like to have a chance to consult a little further about this matter and I would like to have Court adjourn at this time.

COURT.—No objection. Court will be at recess until 1:30 this afternoon.

April 13, 1907.

Court convened pursuant to adjournment at 1:30 P. M. and all parties being present as heretofore the following proceedings were had and testimony taken.

NATHANIEL GREEN, a witness heretofore called on behalf of the receiver, having been recalled for further cross-examination testified as follows:

Further Cross-examination.

Q. (By Mr. SHACKLEFORD.) Do you remember how much of the first issue of certificates were sold for cash? A. I do not.

Q. How much cash was advanced on the first issue? A. You mean the \$190,000 issue?

Q. Yes. A. I do not remember.

Q. I will call your attention to page 182. Certificate No. 54 J. F. Malony, that was on account of

(Testimony of Nathaniel Green.)

indebtedness from the Berners Bay Company prior to his appointment as receiver?      A. Yes, sir.

Q. No. 63 page 183, F. D. Nowell, \$574.44, what about that, was that old indebtedness?

A. That was, a portion of it was old.

Q. No. 64, what about that?      A. The same.

Q. What about No. 65?

A. I think it was old receivership business.

Q. An indebtedness which was claimed to have been due Willis Nowell prior to 1901 by reason of certain operations of the receiver?

A. Yes, sir, I think it was salary.

Q. Salary?

A. I think so. He had an open account on the books.

Q. Mr. Willis E. Nowell was engaged under the receiver?      A. Yes, sir.

Q. As superintendent?

A. Superintendent at the mines.

Q. No. 66, T. H. George?

A. He was the engineer under the receiver.

Q. Was that open account or any part of it old?

A. I think all under the receivership.

Q. No. 67. Willis E. Nowell, account steamer Rustler?      A. That was old.

Q. Willis E. Nowell, account steamer Rustler, No. 68?

A. Portion old and a portion under the receiver.

Q. Can you tell how much of each?

A. \$156.14 old and \$843.86 under the receiver.

(Testimony of Nathaniel Green.)

Q. The steamer Rustler was bought by Willis Nowell shortly prior to 1901, or under charter?

A. You might call it a charter.

Q. How much a month was paid for that boat?

A. Five hundred dollars, if my memory serves me right.

Q. The next one, Willis E. Nowell, account steamer Rustler sixty per cent, open account.

A. All under the receiver.

Q. Nos. 69, 70 and 71 were contracted by the receiver. A. Yes, sir.

Q. But prior to 1901, prior to the date of this order? A. Yes, sir.

Q. F. D. Nowell, sixty per cent?

A. \$5892.73 prior to the receivership and \$978.76 during the receivership.

Q. What does "C" mean?

A. Company business. "R" is for receivership business and "C" for company business.

Q. No. 74. F. D. Nowell, account American Gold Mining Co. A. All marked for the receiver.

Q. All under the receiver? A. Yes, sir.

Q. The Receiver drew the vouchers and certificates to himself? A. Yes, sir.

Q. At that time the American Gold Mining Company was a going concern?

Mr. BARNHILL.—Objected to as incompetent, irrelevant and immaterial.

Mr. SHACKLEFORD.—I think a general examination like this should all go to the Court to give the

(Testimony of Nathaniel Green.)

Court some idea and is relevant to show what was done with the money.

COURT.—Overruled. I will hear it briefly.

Mr. COBB.—Only it will be necessary to show that Mr. Nowell was at that time the general agent and manager of that company and that this receivership account and those memorandum were prepared by the receiver. In other words it is not necessary to go into details of this matter.

COURT.—Overruled. Proceed.

Q. No. 75. Nathaniel Green, open account.

A. That is all receivership business.

Q. No. 78. Willis E. Nowell, sixty per cent.

A. It is marked Receivership.

Q. No. 129, Frank H. Nowell, who was Frank H. Nowell?

A. Frank H. Nowell was purchasing agent at San Francisco. He is a brother to Willis E. Nowell and son of Thomas S. Nowell.

Q. What is the account for?

A. Purchasing agent at San Francisco.

Q. For services? A. Yes, sir.

Q. During the receivership or prior to that time?

A. Prior, old account.

Q. No. 133, F. D. Nowell.

A. \$1379.10 company business prior to the receivership and \$117.86 receivership business.

Q. No. 134. W. E. Nowell?

A. All receivership business.

Q. Thomas H. George?

A. All company business.

(Testimony of Nathaniel Green.)

Q. How do you tell that?

A. "C" represents company business and "R" receivership business.

Q. No. 169, Thomas S. Nowell.

A. That is all receivership business.

Q. That is receivership business?

A. Yes, sir.

Q. What account is that?

A. Henshaw, Buckley & Company claims.

Q. Was he collecting their claim from the receiver?

A. Why, my recollection is that they wanted their pay for that account and Mr. Nowell had another account against them in California and it was to save delay and he gave the same to Henshaw, Buckley & Co. in full settlement of the account.

Q. No. 173. I think that is a mistake, Thomas J. Hurley? A. Yes.

Q. It is listed here as Hawley?

A. Yes, sir.

Q. No. 177, what does Ck. T. D. M. mean?

A. Ck ordinarily would stand for check, I presume it does there.

Q. Turn say to item No. 177, that appears as the last certificate issued in order to make up the \$190,000 issue to make up the full limit of \$190,000?

A. I think No. 178 did.

Q. I call your attention to Nos. 179 and 180, it appears that those replaced certificate No. 106 issued to Wallace Hackett for services?

(Testimony of Nathaniel Green.)

A. Yes, I would like to see the office copy of this if I may.

Q. Certainly.

A. This copy here ought to be \$5500.

Mr. SHACKLEFORD.—The mistake is shown on the face of the books.

Q. It appears from the items Nos. 178 and 179, that the \$5500 finally came back to F. D. Nowell?

A. Yes, sir, it came under 179 and 180.

Q. No. 178. F. D. Nowell, twenty-four months office rent, was that for the receiver's office?

A. Yes, sir.

Q. Did they pay that office rent at all times up to 1901?

A. They paid the office rent up until Judge Gunnison stopped it.

Q. Did the American Gold Mining Company pay any part of the office rent?

A. I think up to the time of the dissolution they did.

Q. What do you mean?

A. Up to seven years ago.

Q. When it came out of the hands of the receiver.

A. After that they paid it.

Q. But the office rent so far as the Berners Bay Mining & Milling Company has been the same right along?

A. All the same, excuse me Mr. Shackelford, I think the Berners Bay Companies paid less.

Q. In what way?



(Testimony of Nathaniel Green.)

A. The building belonged to the American Gold Mining Company and Nowells and then Mr. Nowell paid the rent and it was credited to him and my understanding of it is that he bought it and after that they paid the rent to him.

Q. Do you remember how much Mr. Nowell paid the American Co.      A. No.

Q. Now, Mr. Green, I want to ask you some general questions about this account of the Berners Bay Mining & Milling Co. Do you know how much the Berners Bay Mining & Milling Co. owed at the time of the appointment of the receiver?

A. It can be figured very close. I think exclusive of labor \$100,000.

Q. Do you know that that statement is taken from the books here?      A. Yes, sir.

Q. It does not show the indebtedness floating around in the east at all?      A. Not at all.

A. It don't show the condition of Mr. Nowell's account except what he brought to you?

A. No, sir.

Q. Don't show what he had taken back there?

A. No, sir.

Q. Had the receiver a set of books which showed the complete condition of the company at the time he was appointed receiver including what he owed in the east and what Mr. Nowell was chargeable with?

A. Only when the money came here.

Q. You knew, it was known that there was a large amount of floating indebtedness, you have heard Mr. Nowell say that?

(Testimony of Nathaniel Green.)

A. I have heard him say there was some floating indebtedness I did not know what it was.

Q. During the time you have had charge of the accounts of this receivership I will ask you who had the active charge of the manipulation and sale of the receiver's certificates and the manipulation of the various reorganization schemes that have been under way from time to time in connection with the Berners Bay property?

A. Well, I don't exactly understand what you mean.

Q. I will ask you if it is not true as a matter of fact that it has been under the control and supervision of Thomas S. Nowell. I am talking about the general floatation of the certificates and the various schemes such as the Mines Securities Corporation contract, the McDonald contract and others in which it was endeavored to reorganize the company.

A. Thomas S. Nowell had full charge of all the reorganization schemes.

Q. He took a large part in the floating of the schemes in the east?

A. Yes, inducing people to put in their money.

Q. How many times has F. D. Nowell been east during his incumbency in office as receiver?

A. I could not say positively, I do not know. Two or three times. It would be hard to state from memory.

Q. Now, about the issue of 1901, who went east about that issue?           A. I do not remember.

(Testimony of Nathaniel Green.)

Q. Well, it was Thomas S. Nowell?

A. I could not say.

Q. The Mines Securities contract in 1902, Thomas S. Nowell went east that time.

A. I think Mr. Hurley came out here.

Q. Afterwards? A. During the deal.

Q. After the first work was done?

A. Yes, sir.

Q. About the work on the Kensington tunnel, Mr. Green, outside of that do you know how many, approximately how much work was done before anybody commenced working on it on that option?

A. I do not.

Q. There was this \$13,000 of receiver's money which was expended in 1899?

A. I think somewhere along there.

Q. From that time on the receiver has not driven any further in that tunnel except under optional contracts to sell where the money has been provided by other parties.

A. Money always provided for by other parties?

Q. Like in the MacDonald deal.

A. They furnished him the money.

Q. The MacDonald deal was in 1904?

A. Yes, they did the work with it.

Q. That was before any MacDonald contract was reported to the Court?

A. I don't know anything about any report.

Q. Then Mr. Green the first issue of receiver's certificates represented the cash that was furnished—

A. The \$190,000 issue.

(Testimony of Nathaniel Green.)

A. The cash that was furnished under it and a part of the claims that had been incurred by F. D. Nowell during his incumbency as receiver?

A. Yes, sir.

Q. I want to call your attention to the report, the final report of F. D. Nowell, page one, Receiver's Liabilities. Do you know what that item is, F. D. Nowell, suspense account \$100.00?

A. Yes, it was a certificate issued to Mr. Nowell, as the stub reads to be issued by Judge Brown, it was charged as expenses and afterwards drawn to F. D. Nowell's account.

Q. Willis E. Nowell, \$3000 salary, what salary was that?

A. November 1, 1901, to November 1, 1902.

Q. Was that in 1901 and 1902 that Mr. Nowell claims to have been employed by the receiver?

A. Yes, sir.

Q. What was the nature of the employment?

A. Superintendent of the mine.

Q. What work was they doing?

A. Different work was going on.

Q. Well, during 1901, you know the mines have not been operated since 1899?

A. He had charge of the mines.

Q. There was work being done?

A. I suppose so.

Q. Did the engineer Mr. George draw salary at the same time?

A. I think he did. I am not sure.

(Testimony of Nathaniel Green.)

Q. F. D. Nowell, the receiver, was drawing salary at the time?      A. He has not drawn any.

Q. He has been crediting himself on the books?

A. Yes, sir.

Q. Mr. Willis E. and F. D. Nowell have drawn considerable cash from the hands of the receiver?

A. Frederick D. Nowell drew on his own account.

Q. Willis E. Nowell and F. D. Nowell have drawn money to the extent of twelve or thirteen thousand dollars?

A. In cash, no, I don't think so.

Q. Well, the last forty per cent—there were two forty per cent payments on outstanding claims?

A. Yes, sir.

Q. The last was \$6686, or something like that to the Nowells?

A. I could look it up, I don't know offhand.

Q. Just some approximate idea?

A. The books of course will show.

Q. Mr. T. H. George was drawing what salary according to those claims?

A. That is the salary to September 1, 1903.

Q. September 1, 1903, what is the rate can you tell from the items?

A. That would be right the second item at the rate of \$3000 a year.

Q. \$3000 a year?      A. Yes, sir.

Q. Do you know what Mr. George did between the dates mentioned in this account?

A. He was engineer for the company.

(Testimony of Nathaniel Green.)

Q. Was the company doing any active operation during that time?      A. No.

Q. They were not mining or milling?

A. No, sir.

Q. Were they digging the tunnel in order to find the ore body?      A. Yes, sir.

Q. Since 1901, those have been driven principally at least under the supervision of the parties who were putting up the money?

A. Yes, sir.

Q. Do you know, Mr. Green, if F. D. Nowell ever presented a detailed account of the traveling expenses there marked as \$3500?

A. I don't think he did.

Q. He just made a general claim?

A. Yes, sir.

Q. That is on page five of Exhibit No. 101?

A. Yes, sir.

Q. Mr. Green, how long were you under salary for the receiver?

A. From July, 1898, until the time I left, May 31, 1905.

Q. During the time you were under salary for the receiver what salary were you credited with?

A. I think it varied. I think at first I had \$125 and later \$100 a month.

Q. Can you state approximately the date the mine closed down in reference to the mill and other operations other than merely driving the prospecting tunnel?      A. I cannot positively, no.

(Testimony of Nathaniel Green.)

Q. It was prior to 1900? A. I think it was.

Q. Now, all these items here, Mr. Green, also part of the receiver's certificates—are any of those items duplicated?

A. They are not paid by receiver's certificates.

Q. None of them are on the receiver's certificates?

A. No.

COURT.—What items are those on page six?

WITNESS.—Statement of receiver's liabilities.

Q. Here is a claim, George M. Nowell \$100, have you a bill for that? A. Yes, sir, I did have.

Q. What is it for?

A. I do not remember now.

Q. Serving notices?

A. The bill shows for itself. The receiver has it, Mr. McBride has it.

Q. Is that the same George M. Nowell who is an intervenor here?

A. I believe so, yes, sir.

COURT.—Is that a recent account?

A. Yes, March, 1906. *Here is one Joseph MacDonald payable to Nowell Brothers?*

A. They purchased all the goods from the Nowell Brothers store. All the men working under the MacDonald people and deducted from the sum paid him from the company. It is still outstanding.

Q. The Nowell Brothers still have a credit?

A. Still have a credit, yes, sir.

Q. At the time the order for the issuance of the Receiver's certificates the Nowell Brothers were operating a store at Berners Bay?

(Testimony of Nathaniel Green.)

A. Yes, sir.

Q. Also operating a steamer under charter, that is Mr. Thomas S. Nowell was?      A. Yes, sir.

Q. Although the certificates issued on account of that are issued in the name of Willis E. Nowell?

A. Yes, sir.

Q. Mr. Thomas S. Nowell at that time really owned it?

A. I don't know whether he did or not.

Q. What is the name of the one in San Francisco?

A. Mr. Frank Nowell.

Q. He was purchasing agent in San Francisco?

A. He was under the company but not with the receiver.

Q. Mr. Willis E. Nowell was under salary to the receiver as his superintendent?      A. Yes, sir.

Q. And of the claims for which it was proposed to issue receiver's certificates of the \$190,000 issue the Nowell family were to receive approximately \$50,000 of the certificates?

A. I have not figured it out.

Q. Mr. Green, I wish you would—have you looked up the question which I asked you about this forenoon?      A. What was that question?

Q. I will ask you whether it is not the fact that the limit of \$190,000 had been reached some time in the year 1901, about the time the certificates were issued to the Mine Securities Company?

A. I believe it was reached in August, 1903, by the issue of that certificate for \$1200.



(Testimony of Nathaniel Green.)

Q. Never reached before?

A. I believe not.

COURT.—What page is that?

WITNESS.—Page 189.

Q. I will have to pass that for the present. All the records of the receiver—did the receiver keep a letter-book?

A. The receiver did most of his correspondence. He kept track of it, but I don't know much about that.

Q. Did he keep any official files?

A. Only in small lists.

Q. Didn't he keep the letters and file them?

A. Those that came into the office were filed.

That is all.

Redirect Examination.

Q. (Mr. BARNHILL.) All this was under the former receiver and Mr. Cobb is thoroughly familiar with it and I ask that he be allowed to examine the witness about them.

COURT.—If there are no objections he may do so.

Q. (By Mr. COBB.) Counsel asked you about the cash issue of certificates from one to nine inclusive of the first issue of the \$190,000, do you know who furnished the cash?

A. Only to whom they were issued. I presume the parties to whom they were issued furnished the cash.

Q. Do you know whether the money was sent out here to Mr. Nowell before they were even ordered to be issued, do you know that of your own knowledge?

(Testimony of Nathaniel Green.)

A. No.

Q. The names here are Thomas Stokes, David L. Webster, Edward Hobart, Henry Endicott?

A. That is right.

COURT.—I notice that those certificates are drawn for sixty per cent.

Mr. COBB.—I will come to that. The witness might as well answer that question now.

Q. Just explain that sixty per cent.

A. My memory is that they were to take the certificates—they agreed to pay so much of the claim in cash amounting to sixty per cent and that money was used to pay forty per cent in cash and sixty per cent outstanding—that is the claims outstanding incurred prior to the issue of the certificates—the old debts.

Q. I believe you stated that the company—that is the Berners Bay Company and the other three companies owed something like \$100,000 besides the wages due upon the working of the mine at that time.

A. Yes, sir.

Q. Did you state that on cross-examination?

A. I don't remember.

Q. I will ask you if there was any money sent here with which to pay off those claims and if so who by and how much?

Mr. SHACKLEFORD.—I don't think the witness is competent to state.

COURT.—If he knows he may state.

A. I know money was sent here for the purpose of paying off the debts.

(Testimony of Nathaniel Green.)

Q. Do you know who sent it?

A. Thomas S. Nowell.

Q. Do you know how much?

A. \$110,000 I believe.

Q. At that time were the companies indebted to F. D. and W. E. Nowell?      A. They were.

Q. Indebted in the amount shown in the receiver's certificates and used and issued on account of the running of the Kensington tunnel?

A. Let me see.

Q. Were they indebted for the amount of money which was afterwards evidenced by the receiver's certificates on account of the Kensington tunnel?

A. I think the open account shows.

Q. State whether or not F. D. and W. E. Nowell were paid out of the money Mr. Nowell sent out?

A. They were not.

Q. State whether or not F. D. Nowell used it for the benefit of the receiver prior to the sale of the issue of the certificates sent here for the purpose of paying the company's old debts?      A. He did.

Q. Is that all fairly shown by the report of the receiver?      A. Why it is all marked.

COURT.—On what page?

A. On page 202. Boston Office, T. S. Nowell account, \$1549.69, issued for the receiver on the same page \$409.67.

Q. I will call your attention to this amount \$409.67 and on the next page, 203, \$69.75.

A. Do you want all of them?

(Testimony of Nathaniel Green.)

Q. Yes.

A. \$69.75, same \$23.23, \$12.43. Page 205, 109.09, same page \$542.93.

COURT.—All those items marked “R”?

A. Yes, sir. Same \$1429.48; same \$572.28; same page \$46.55; same page \$1076.33; \$939.88; \$2591.76; page 206, \$4967.68; \$6313.97; \$50.70—that is company business. Page 207, \$136.12; \$82.25; \$2638.15. That would be \$10361.40. \$492.57, \$5455.46. \$200. Page 208, \$746.78; \$2500.00; \$188.95; \$85.20; \$392.52; \$869.47; \$1037.33; \$34.15; \$511.45; \$1244.91; next page, \$1525.16; \$548.84; \$1800.35; \$1079.14.

Mr. COBB.—I would like, if the Court please, to have the witness figure from his books just how much money was paid out of this fund which Mr. Nowell received as agent for this purpose and how much was owing to the receivership out of that fund. Will you do that? A. What is that?

Q. Figure out how much money the receiver used out of this fund transmitted by Thomas S. Nowell in receivership business.

A. There is such a statement in existence. I think Mr. Fred Nowell has one. I think I made one.

Q. Now, the first money that the receiver obtained was \$35,000 out of this property?

A. He had some money from the east—I forget the amount.

Q. That is shown on the first certificates that were issued—\$35,000.

COURT.—Do you mean of the first issue?

(Testimony of Nathaniel Green.)

Q. No of the \$35,000 issue. That was the first money received by the receiver upon the credit of this property?

A. Yes, sir, I think it is the first money appearing on the books.

Q. Were the claims of F. D. and Willis E. Nowell paid out of that money? A. No, sir.

Q. What was that money spent for?

A. Old claims and indebtedness of the company, principally labor claims, I believe.

Q. The next money the receiver obtained was from the issue of \$190,000? A. Yes, sir.

Q. At the time he received that money was he indebted for this amount which had been sent here to pay those labor claims?

A. Was F. D. Nowell indebted—

Q. Yes, the receivership on account of the expenditures that had been made out of the funds which had been transmitted here by Thomas S. Nowell?

A. The cash-book will show, I don't know.

Q. Now, coming down to these certificates—that is certificates No. 22 and No. 25—take up Certificate No. 22? A. Yes.

Q. That is issued to F. D. Nowell for \$6994.81, on account of the Kensington cross-cut. Mr. Nowell did not get any of the money—he did not get any other money? A. He got the certificate.

Q. Now, I want you to explain that transaction to the Court fully.

A. You mean the issuing of the certificates for the Kensington cross-cut?

(Testimony of Nathaniel Green.)

Q. Yes.

A. The fact of the matter was this, the receiver had contracted to commence the Kensington tunnel and drive it a certain number of feet and pay for it out of this money and charge it to himself and F. D. and Willis E. Nowell—that account was standing as against the balance which they had upon the books from former accounts, open accounts. At the time the Kensington cross-cut tunnel cut the Eureka ledge Mr. MacDonald wanted to enter into some negotiations with him which required a statement of the liabilities of the receiver and which he was to assume. The reason for making them up was that they were being included in that statement. The making up of the statement was rather hard because MacDonald might contest the matter. The matter was laid before Judge Brown and he came down to the Receiver's office and the question came up about the payment of that issue of the certificates, the items not issued under the Hackett account and I think the Berners Bay and expense account and all those matters settled by Judge Brown, and it was decided to date them back to that date and I was asked to find the balance and insert it in there. Judge Brown seen and acknowledged the signing of all of them.

Q. As a matter of fact, as I understand you, the money was sent here and could have been paid to Thomas S. Nowell—it could have been paid upon those claims against the company by F. D. and W. E. Nowell but it had been used for the benefit of the re-

(Testimony of Nathaniel Green.)

ceivership to a greater amount than those certificates?

Mr. SHACKLEFORD.—We object to that as entirely irrelevant.

COURT.—I am inclined to overrule the objection.

Q. The question I was asking you Mr. Green was this—at the time of the issuance of those certificates that had been issued out of this fund of \$110,000, considerably more than the amount of this certificates had been used by the receiver, being these certificates Nos. 22 and 25?

Mr. SHACKLEFORD.—Same objection.

COURT.—Overruled. He may state if he knows.

A. My impression is that the amount sent out about covered it.

Q. I understand you to mean that he had used it for the benefit of the receiver—had there been more than \$12,000 used out of it?

A. I think just about that amount—stating it from memory.

Q. Before we pass over that—will you give me those letters?

Q. Referring to the consultation you said you had there in the office, there was something about this \$5500 Hackett account. You say Judge Brown was present. I will ask you if you remember whether that letter was exhibited to Judge Brown on that date? A. I could not say about that.

Q. Did Judge Brown see the certificate issued to Wallace Hackett?

(Testimony of Nathaniel Green.)

A. I don't know, I suppose so.

Q. By whose direction was the certificate issued to Wallace Hackett instead of Thomas S. Nowell?

A. It was the result of the understanding, the receiver, Thomas S. Nowell, Judge Brown, all standing around there together and I think Mr. Willis Nowell. I do not remember who authorized it. They were all standing there talking.

Q. You do not remember who gave you the directions to issue it in that form?

A. No, it was a general understanding amongst them all—I do not know who did it.

Q. Without going further into it each of those certificates concerning which counsel has asked you, is it not true that Mr. Nowell reported their issuance, and every item shown upon the indebtedness of the old company?      A. That is the report?

Q. Yes.

A. It shows everything—everything is marked as I spoke of on reading the portions here.

Q. In other words the receivership business is all marked "R" and the company business is marked "C"?

A. Yes, sir, it so states in the fifth paragraph. That is all.

#### Recross-examination.

Q. (By Mr. SHACKLEFORD.) That is this report shows where the source of the liabilities, those marked C and R, was filed since, that is the condition with reference to the issuing of the certificates to the



(Testimony of Nathaniel Green.)

Nowell family—it was exhibited to the Court in September, 1905?      A. It was.

Q. Prior to that time no report was ever filed herein showing the fact that certain certificates were issued upon the basis of the old indebtedness of the company?

A. I don't think so.

Q. On your examination in September, 1905, you stated I think, did you not, that Willis E Nowell or some of the persons present exhibited the Kensington account on the books of the companies to Judge Brown?

A. I think I said I exhibited it myself. I think Judge Brown asked to look it over.

Q. Did you state to him that a portion of it had been transferred from the indebtedness of the old Berners Bay Company?

A. I don't think the matter was discussed.

That is all.

Mr. BARNHILL.—I would like to recall Willis E. Nowell.

COURT.—You may do so.

**[Testimony of Willis E. Nowell.]**

WILLIS E. NOWELL, a witness heretofore called on behalf of the receiver, having been recalled upon the same behalf, testified as follows:

Direct Examination.

Q. (By Mr. BARNHILL.) Mr. Nowell, did you have anything to do with the Mines Securities Contract transaction, on behalf of the company for the receiver?      A. Yes, sir.

(Testimony of Willis E. Nowell.)

Q. What did you have to do with that deal?

A. Well, before the contract would be ratified—before the Court would ratify the contract with the Mines Securities Company, he insisted that certain amounts of money be subscribed to pay certain accounts for labor. For people who were anxious to get their money and use it, and for that reason I went east to see the different bondholders and stockholders and see if that amount of money which he insisted on could be raised.

Q. What amount did he instruct you to raise?

A. Twenty-five thousand dollars.

Q. To pay the local creditors here?

A. Yes, sir, here and on the Pacific coast.

Q. Go ahead.

A. I went east to New York and met certain of the bondholders and stockholders and told them what I was there for and \$23000 was subscribed for that purpose.

Q. Did you hear the testimony of Mr. Behrends in this case here about a meeting which you attended in New York or some meeting which he attended and referred to?      A. Yes, sir.

Q. Do you remember which of the bondholders paid the \$23000 which you received?

A. Some of them.

Q. Name them.      A. Endicott paid \$10,000.

Q. Henry Endicott?

A. Yes, sir, he was there at the meeting. Mr. Stokes paid \$5000 and Mr. McCloud subscribed for \$3000. I could not remember all of them.

(Testimony of Willis E. Nowell.)

Q. Those bondholders subscribed for that amount? A. Yes, sir.

Q. Are you familiar with the signature of Wallace Hackett? A. Yes, sir.

Mr. BARNHILL.—If the Court please I have a letter which I found which I will now offer in evidence.

Mr. SHACKLEFORD.—We object to it as incompetent, irrelevant and immaterial.

COURT.—Objection overruled.

Mr. BARNHILL.—I ask that it be marked Receiver's Exhibit No. 112.

COURT.—It may be so marked and admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 112:)

**Receiver's Exhibit No. 112 [Letter from Henry Endicott and Wallace Hackett to T. S. Nowell, Dated Dec. 23, 1902].**

Apr. 13, 1907. Reers Exhibit 112. A. W. Fox, Dep. Clerk.

Defts Ex No. 10.

Boston, Dec. 23, 1902.

Thomas S. Nowell, Esq., Juneau, Alaska.

Dear sir: Referring to your letter of the 8th inst. we beg to say that the proposition that Judge Brown should authorize the issue of \$5000, Receiver's Certificates, the same to be paid you for expenses and services in connection with the mines at Berners Bay meets our approval.

Yours very truly,

HENRY ENDICOTT.

WALLACE HACKETT.

Defts. No. 10.

(Testimony of Willis E. Nowell.)

Q. (By Mr. BARNHILL.) Are you familiar with the signature of Henry Endicott?

A. I am.

Q. Is that his signature? A. It is.

Mr. BARNHILL.—I have here a letter of Henry Endicott, which I will now offer in evidence if the Court please.

Mr. SHACKLEFORD.—The same objection as before and not binding upon the Trust Company.

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 113:)

**Receiver's Exhibit No. 113 [Letter from Henry Endicott to F. D. Nowell, Dated Oct. 16, 1901].**

Apr. 13, 1907. Recrs. Exhibit 113. A. W. Fox, Dep. Clerk.

Boston, Oct. 16, 1901.

Fred D. Nowell, Esq., Receiver Berners Bay Mg. Co.

Dear sir: I telegraphed you on the 12th that I should send you on the 14th forty-five thousand dollars, for which I desired certificates in blank for \$5000 cash, and on the 14th I telegraphed the money through the Shawmut Natl. Bank.

If necessary to enter the names of the parties on your books they are.

Thomas Stokes, N. Y.....	20000
David L. Webster, Bos.....	10000
Edward Hobart.....	5000
Henry Endicott.....	10000

---

\$45000

(Testimony of Willis E. Nowell.)

I now enclose certificates of the No. Belle Gold Mining Co. dated Oct. 10, 1898.

No. 1 with int. a 6% . . . . .	100 00
2 with int. . . . .	100 00
3 with int. . . . .	100 00
4 with int. 10% . . . . .	50 00
	<hr/>
	350.00

Your father understood that the interest on all these was to be at rate of 10% but I am satisfied to have them all made up at 8%.

Please send me new certificates for principal and interest, unless you find you have money enough to pay a portion in cash which I should be very glad to receive.

Yours very truly,  
HENRY ENDICOTT.

32 Beacon St.

(On envelope attached to foregoing letter:) Registered, Boston, Mass. Oct. 16, 1901. No. 11374. (Two five cent U. S. Postage stamps.) Mr. F. D. Nowell, Receiver Berners Bay M. & M. Co. Juneau, Alaska. The enclosed is the property of Mr. Henry Endicott of Boston Mass. Fredk. D. Nowell. From Henry Endicott, 32 Beacon St. Boston, Mass. 113.

Q. I will ask you if that is the signature of Wallace Hackett? A. It is.

Mr. BARNHILL.—I have another letter from Wallace Hackett which I desire to offer in evidence.

Mr. SHACKLEFORD.—We urge the same objection.

(Testimony of Willis E. Nowell.)

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 114:)

**Receiver's Exhibit No. 114** [Letter from Wallace Hackett to T. S. Nowell, Dated Dec. 19, 1902].

April 13, 1907. Recrs Exhibit 114. A. W. Fox,  
Dep. Clerk.

Defts. Ex. 5.

Portsmouth, N. H. Dec. 19th, 1902.

T. S. Nowell, Juneau, Alaska.

Dear Mr. Nowell: Your letters dated November 8th and 9th (doubtless meaning December) are at hand. I have taken up the consideration of the two matters stated therein, being the matter of reducing the capital stock of the American Company and the Berner Bay to an equitable basis, with a view of paying the corporate tax on the same. I have outlined the situation to Mr. Endicott, and he is to see Mr. Payson and set the wheels in motion. I will let you know about it later.

In the second matter, which is about issuing to you a \$5,000 receiver's certificate, I have done the best I could to get the consent of the Endicotts to this plan; they hold a majority of the bonds. I will know about this in a few days.

I recognize the justice of your claim; you should have it. I will do what I can to bring it about.

Very truly yours,  
WALLACE HACKETT.

(Testimony of Willis E. Nowell.)

In the decree of foreclosure Mr. Endicott suggests that the Judge provide that such bonds as are outstanding at the time of the sale may be permitted to come in and share like the others within a time limited by the Judge. I see no objection to this plan, if such bonds are filed before we reach a dividend. Please bring the suggestion to the attention of the court.

I believe all the bonds but seven are filed for foreclosure.

Defts No. 5.

Q. Is that Wallace Hackett's signature?

A. It is.

Mr. BARNHILL.—I have another letter which I desire to offer in evidence.

Mr. SHACKLEFORD.—Same objection as before.

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 115:)

**Receiver's Exhibit No. 115 [Letter from Wallace Hackett to T. S. Nowell, Dated Dec. 24, 1902].**

Apr. 13, 1907. Recr's Exhibit 115. A. W. Fox, Dep. Clerk.

Defts Ex. No. 6.

Portsmouth, N. H., Dec. 24th, 1902.

Thomas S. Nowell, Juneau, Alaska.

Dear Mr. Nowell,—Enclosed find a letter signed by Henry Endicott and myself, in the handwriting of the former, stating that he has no objection to Judge Brown issuing a certificate of \$5,000 to you for serv-

(Testimony of Willis E. Nowell.)

ices &c. Mr. Endicott and myself represent a majority of the bonds of the Berner Bay. I hope this will help you out. *On the side, can't you help me out a little?*

The matter of reducing the capital of the companies will receive attention at once. Mr. Endicott writes me that he thinks it is well to reduce the capital of the three Berner Bay Companies to its lowest terms, say \$50,000 each, in order to avoid paying taxes on it. It really makes no difference what the capital is, as reflecting upon the value of the corporation. When I reach the subject I will be able to conclude what it is best to do about fixing the amount of the reduced capital. In your letter you suggest that the capital be reduced to one million dollars each, in place of the present capital of five million dollars each, in the three B. B. Companies. How would \$100,000 each do? I suppose you have some idea that if we make the capital too small it will affect some negotiation or trade, and you want to have a lot of capital to trade on. But, in another sense, it will not affect it; you trade on what the thing is worth, and not what it is represented to be on paper. Let me hear from you on this point by return mail.

Yours truly,

WALLACE HACKETT.

Q. Mr. Nowell, is that Wallace Hackett's signature?      A. It is.

Mr. BARNHILL.—I desire to offer it in evidence.



(Testimony of Willis E. Nowell.)

Mr. SHACKLEFORD.—We urge the same objection as before.

COURT.—Objection overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 116:)

**Receiver's Exhibit No. 116 [Letter from Wallace Hackett to F. D. Nowell, Dated Aug. 31, 1903].**

Apr. 13, 1907. Recrs. Exhibit 116. A. W. Fox, Dep. Clerk.

Defts Ex. No. 7.

Portsmouth, N. H., Aug. 31, 1903.

Frederick D. Nowell, Occidental Hotel, San Francisco.

Dear Fred: Yours of August 24th from Seattle is at hand this morning, enclosing receiver's certificate for \$5,500 which I have endorsed and mailed to you at Juneau as requested. I hope there is no mistake in sending it to Juneau, but your letter was explicit on this point. I have mailed it there this day and send this letter of advice to you at San Francisco.

I have received several letters from T. S. today and will answer them at the Occidental. I take it he will be with you at that place; if he is not there it would be well for you to open the letters and read them. He does not fully realize the difficulty I am having in getting in the bonds; of course he does not see that end of it.

(Testimony of Willis E. Nowell.)

There are still 64 bonds that are not deposited as follows:

Backus .....	11
Freeman's Bank .....	9
Hobart .....	8
Hobart collateral.....	24
McLeod .....	5
Whittlesey .....	5
Unknown .....	2

—  
64

Of these McLeod promises to send his today; Whittlesey has promised his this week; Hobart has promised his two or three times, but they do not come; I am expecting them every day. Freeman's Bank is hanging back; I think we will have to buy them. That leaves only Backus, 11; and "unknown" 2, to be accounted for, provided the others come in. Backus writes me this morning from Connecticut that he will not be back to Rochester till the latter part of September and cannot attend to it until that time. I shall see Mr. Endicott Wednesday and will try to arrange to give bond to the International Trust Company for the Basin securities. I hope they will be accommodating and accept this arrangement, but my past experience with them is not encouraging.

If your father is with you read him this part of the letter and he will understand the situation and I will not have to repeat it in communication with him.

(Testimony of Willis E. Nowell.)

I am very much gratified that things are shaping themselves as well as they are. If there was a cash payment to be made by the purchasers they might be induced to withhold a certain amount representing the outstanding bonds; but if there is no cash payment, is there any way in which you can induce them to go on with the deal if I do not succeed in securing the discharge from the Trust Company? Of course the Trust Company would release if we put up the money; being the face value and the interest on the bonds, it would take more money than we have command of at present. These are some of the perplexities of the situation.

Very truly yours,  
WALLACE HACKETT.

Defts. No. 7.

Q. Now, Mr. Nowell, is that Wallace Hackett's signature?      A. It is.

MR. BARNHILL.—If the Court please I now offer a letter from Wallace Hackett to Thomas S. Nowell dated November 11, 1903. I offer it for the purpose of showing that while he had the bonds in his possession he recognized the fact and consulted with Mr. Nowell as to the MacDonal contract.

MR. SHACKLEFORD.—Same objection as last stated.

COURT.—Overruled.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 117:)

(Testimony of Willis E. Nowell.)

**Receiver's Exhibit No. 117 [Letter from Wallace Hackett to J. F. Plummer, Dated Nov. 11, 1903].**

Apr. 11, 1907. Recrs Exhibit 117. A. W. Fox,  
Dep. Clerk.

John F. Plummer, 50 Broadway, New York.

N. Y. 11/11-03.

Dear Mr. N.: I have been here two days. Have interviewed Bradley—also Corning—Result is expressed in telegram sent you today. Copy inclosed giving interpretation.

J. F. P. His mark.

(Large ink spot.)

In a word: I think Bradley is square. He says he will not present this to his people till there is *tonnage exposed*. In other words till you strike Kensington. I said when we strike K the price will advance. He said that was fair he would agree to renew contract then & in addition would agree to make mill larger—instead of 120 stamps make it 240 stamps—otherwise terms same as agreed with you. You are so near K it seems to me you should press on till K is reached then deal with B & McD. Meanwhile wire me authority to deal with B & hold him. Corning is out of the question as he wont pay R. C. whereas B. will do so.

Yours truly,

WALLACE HACKETT.

Return to P. tonight.

Erzhaltiz.... I had an interview with  
Bradley.... Bradley  
Supersurgo.... He will

(Testimony of Willis E. Nowell.)

Seagirt..... continue to drive tunnel

If..... if

Imaginatif..... renew option.

If you..... If you

Seagirt..... continue to drive tunnel

Reach Kensington ..... reach Kensington

Naivetat ..... consentsto renew

Riguardato..... could offer better terms.

Misfortune..... Shall not recommend until

Sanctimony..... tonnage exposed.

Corning..... Corning

Encamisada ..... quite impracticable.

Advise..... Advise

Arrendable..... telegraph full authority

Deal..... deal

Bradley..... Bradley.

(On Envelope attached:) "John F. Plummer, 50 Broadway, New York. Thomas S. Nowell, Juneau, Alaska. (One two cent U. S. Postage stamp.) New York, N. Y. Sta-p Not. 11 3:30 p. m. 1903.

Q. Is that Wallace Hackett's signature?

A. It is.

Mr. BARNHILL.—I offer it in evidence.

Mr. SHACKLEFORD.—I think it is clearly incompetent especially the petition attached to the letter.

COURT.—I am inclined to let the matter go in to show the relationship existing between the parties at the time of the transaction.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 118:)

(Testimony of Willis E. Nowell.)

**Receiver's Exhibit No. 118 [Letter from Wallace Hackett to F. D. Nowell, Dated Dec. 19, 1904].**

Apr. 13, 1907. Recr's. Exhibit 118. A. W. Fox,  
Dep. Clerk.

Defts. Ex. No. 11.

Portsmouth, N. H., Dec. 19th, 1904.

Fred D. Nowell, 1700 Walnut Street, Berkeley, Cal.

Dear Fred: You wrote me some time ago that it would be a good plan to have in hand a petition signed by the bondholders asking for your reappointment as receiver.

I have prepared such a petition for the owners of Receiver's certificates and sent it to New York to get Mr. Stokes's signature. I can sign for about 75,000 now in my hands.

As to the bondholders, all of the bonds are in my hands and I can sign for the entire lot, as you may explain to the Judge. I therefore sign the petition representing the bonds and will forward the receiver's as soon as may be. This will place the ammunition in your hands to use if you find it desirable.

Very truly yours,

WALLACE HACKETT.

Defts. Ex. No. 12.

*United States District Court, Southern District of  
Alaska.*

To the Presiding Justice:

The undersigned, holders of bonds of the Berner's Bay Mining & Milling Company of Alaska now in

(Testimony of Willis E. Nowell.)

liquidation, respectfully request that the present receiver, Frederick D. Nowell, be reappointed and continued in that position pending further liquidation and adjustment of the affairs of said Company.

Dec. 19th, 1904.

WALLACE HACKETT,

Owner and Agent for others representing the entire issue of bond \$500,000.

Defts. No. 12.

Mr. BARNHILL.—I now ask leave of the Court to read into the record a short order approving the report of the receiver of July 1, 1904.

Mr. SHACKLEFORD.—We make the same objections as urged to the last order offered.

COURT.—Objection overruled; it may be admitted.

(Whereupon the following was read into the record:)

“[Title of Court and Cause No. 603.]

Order approving the report of F. D. Nowell, Receiver for the period ending July 1, 1904.

On motion of Malony & Cobb acting for the receiver and Joseph MacDonald, declaring the foregoing account satisfactory the same is hereby approved.”

Mr. BARNHILL.—If the Court please, the receiver is now about to close his case with the exception of Mr. Fred D. Nowell, who has not yet arrived. He is on the Cottage City and will be here within a day or two at the most. It is very necessary to have

(Testimony of Willis E. Nowell.)

his testimony in the case. 'I will state also that your present receiver is not credited with all of his accounts. He has carried on the assessment work to protect the property and also the expense of the patent proceedings and we are waiting for certain papers executed in the east and he has not put in his report. The account is very short and I think they should be settled and their claims allowed.

COURT.—It ought to be in and settled.

Mr. BARNHILL.—I will ask until Monday to get them in. With those exceptions I rest my case.

Cross-examination.

Q. (By Mr. SHACKLEFORD.) Do you remember whether this letter was presented to Judge Brown prior to the time when the petition of Thomas S. Nowell was filed asking for the allowance for services and Judge Brown entered an order denying the petition for lack of authority?

A. I do not remember.

Q. You was not up here at the time the petition was presented? A. What date was that?

Q. It was in the spring of 1903?

A. Yes, I must have been here.

Q. Were you present in Court at the time the petition was presented?

A. That I do not remember.

Q. You do remember the fact that the application had been denied by the Judge?

A. I do not remember that either.

Q. At the time you went east, Mr. Nowell, on the Mines Securities deal it was reported to the bond-



(Testimony of Willis E. Nowell.)

holders that the property would be entirely lost by sale for the receiver's debts?

A. I did not say so.

Q. You have maintained that the mortgage was prior to the receiver's certificates?

A. No, sir.

Q. Your claim has been that the receiver's indebtedness was prior to the mortgage?

A. Yes, sir.

Q. And that was the argument you have stated to persons you have interviewed in the east?

A. I don't know that I expressed myself on that point. I probably did if my views were asked for.

Q. You went there officially for the Court and your expenses have been paid?

A. Part of my expenses. My actual expenses were much larger than the amount I received.

Q. You went there in an official capacity?

A. Yes, sir.

Q. Do you mean to tell the Court that you did not discuss the question of the danger of the loss of the property by receiver's sale?

A. I don't know. I was anxious to protect the property and I thought it would be the best for everyone, but Judge Brown was unwilling to ratify the contract on account of my own interests and he hold me I had better go east and see if the money could not be subscribed and liquidate the local debts before the contract was ratified.

(Testimony of Willis E. Nowell.)

Q. You do not think you made any statement to the effect that the property was liable to loss if sold by the receiver?

A. I do not, I do not remember about that.

Q. You do not remember one way or another?

A. I remember I spoke in the meeting but all that I had in mind was to have the money subscribed and have the Mines Securities Company go ahead with their contract; that was the motive.

Q. You did not feel that the property would be liable to the bondholders?

A. No, sir, I did not.

Q. In the Mines Securities contract—are you familiar with that contract?

A. It is a long time since I read it.

Q. You know about the contract?

A. I have read it—I do not know that I remember all of it.

Q. The contract was drawn at that time and it was a question as to whether you was to go ahead under it?

A. Yes, sir.

Q. It recites as follows: The cost of running the Kensington tunnel to its present extent, viz., six hundred and twenty-five feet, having been paid by the Nowell Mining and Milling Company, it is agreed that the expense of the next six hundred and twenty-five feet, if run, shall be borne by the part of the second part?

A. Yes, sir.

Q. The Nowell Mining and Milling Company did that work?

(Testimony of Willis E. Nowell.)

A. My brother and I went good for it. Of course, we were the owners of the Nowell Mining & Milling Company and the Johnson property.

Q. You mean that you took the receiver's money and drove the tunnel and charged yourselves with the money?

A. Yes, we drove the tunnel. Afterwards the certificates were issued to us for the expenses which we went good for.

Q. What money built the tunnel?

A. Well the money which belonged to my brother and I.

Q. Then as a matter of fact the expense of driving that tunnel was by money advanced by you and your brother?      A. Yes, sir.

Q. And when Mr. Green stated you had used receivership money or had taken it out of the receivership funds he was mistaken.

A. I may have misunderstood you. Mr. Green told the truth. Of course I can explain it by going back a little. When this money was sent out to my brother as Mr. Green stipulated we did not take any of the money which was there at that time. After we had decided that it was the best thing to do was to run the Kensington tunnel my brother and I decided to take the responsibility and start it. We practically went good for it and the receiver used any funds to pay for it. We received receiver's certificates for the amount and gave it up voluntarily and the receiver paid for it.

(Testimony of Willis E. Nowell.)

Q. In the mean time while it was being used did you take any money out of your pockets to pay any of the expenses?

A. My Brother attended to the financial end of it.

Q. Did you take any money out of your own pocket?

A. No, not that I remember. I don't remember all the circumstances in regard to it.

Q. During the receivership from time to time you have been interested in certain contracts looking to the reorganization of the companies?

A. Yes, sir.

Q. You have seen such contracts

A. Yes, sir.

Q. They contended all the way through that you and your brother were the owners of the Johnson mine? A. Yes, sir.

Q. Is it not true that 1896 your father wrote to you and informed you that he was under obligations to convey this mine to the Berner's Bay Mining & Milling Company? A. No, sir.

Q. The correspondence will show that providing he has such a letter?

A. I do not remember such correspondence.

Q. You do not remember of it being intimated to your brother or yourself? A. No, sir.

Q. It never entered you mind?

A. No, sir.

That is all.

COURT.—You have no other testimony to offer at this time, Mr. Barnhill?

(Testimony of Willis E. Nowell.)

Mr. BARNHILL.—No, sir, not until Mr. F. D. Nowell arrives. Mr. McBride has not finished his report yet.

COURT.—Now, Mr. Cobb, what testimony have you to present to the Court.

Mr. COBB.—I want to call up this \$5500 item and clear that up.

COURT.—Let me understand it. The receiver has returned reports of his actions to the Court showing the condition down to the appointment of Mr. McBride?

Mr. BARNHILL,—They are all in evidence.

COURT.—Have all the reports been confirmed by the orders of the Court?

Mr. COBB.—No, the last one filed by Judge Gunnison were simply passed over until the final hearing and there have been no orders entered in regard to them.

Mr. SHACKLEFORD.—In reference to the receiver it might be proper to state that in offering the objections to the various papers introduced that I stated such objections as were apparent and as I could at the time but as soon as Mr. Barnhill can permit us I would like to examine them and make such other objections to them as may be necessary. Mr. Cobb is not interested in that.

COURT.—You may proceed in the interest of the litigants whom you represent in this case then Mr. Cobb.

(Testimony of Thomas S. Nowell.)

TESTIMONY ON BEHALF OF INTERVENORS GEORGE M. NOWELL AND GILMER CLAPP, ALASKA NOWELL GOLD MINING COMPANY, NOWELL GOLD MINING AND MILLING COMPANY ET AL.

[**Testimony of Thomas S. Nowell.**]

THOMAS S. NOWELL, a witness heretofore called and sworn upon being called on behalf of the intervenors, testified as follows:

Direct Examination.

Q. (By Mr. COBB.) You have been sworn, Mr. Nowell. I wish you would explain to the Court, you remember the time this \$5500 certificate was issued to you? A. I could not recall the date.

A. I know it was issued to me.

Q. Under whose directions?

A. Judge Brown.

Q. I will ask you to examine this letter marked Receiver's Exhibit 115, and state if you received that letter in due course of mail from Mr. Hackett?

A. That is all right.

Q. You received it? A. Yes, sir.

Q. I will ask you if at the time you received it this letter marked Receiver's Exhibit 112 was inclosed in it? A. I think this was.

Q. State whether or not those letters were exhibited to Judge Brown? A. They were.

Q. Who instructed that the certificate be issued?

(Testimony of Thomas S. Nowell.)

Mr. SHACKLEFORD.—In order to keep the record clear and to prevent the introduction of a line of evidence which I do not believe to be at all competent—I object to their offer of judicial authorization of their acts which are not on record in the case. In that the order made by Judge Brown shows that the claim was such as could not be lawfully allowed by the Court. I do not think it is competent or proper to allow these gentlemen to go outside of the record and outside of the Courthouse for legal authority for their acts.

COURT.—I do not understand that a mere talk with the Judge out of court is any authorization for any act without he thereafter confirmed it by an order of Court.

Mr. COBB.—That should have been done, but the attorneys in the case were not present, and Judge Brown went down to look after the matter himself and evidently neglected to do that, and that is the condition with which we find ourselves confronted.

COURT.—I will overrule the objection and let it go in.

Q. At whose suggestion was the certificate issued to Wallace Hackett?

A. Judge Brown stated to me you had better have that certificate for \$5000 in that way so as to have confirmatory evidence of the transaction.

Q. He consented to it.

A. Judge Brown made that suggestion to me and for that reason it was issued in view of the fact that

(Testimony of Thomas S. Nowell.)

the bonds were in his hands, and that he and Mr. Endicott had requested that it be issued, and for that reason it was sent on to him and he endorsed the paper.

Q. What was done with it?

COURT.—Now, is it \$5000 or \$5500?

Mr. COBB.—Explain that.

A. Judge Brown allowed me \$500 for expenses. He added \$500.00.

A. I will say to the Court I was under expenses to a great many times that amount.

Q. That is a question I was going to ask you. State what was done with the certificate after it was issued by the Receiver?

A. It was sent to Mr. Hackett.

Q. What was done with it after that?

A. He returned it, and during the meantime my boys had loaned me certificates to the amount of \$3600.

Q. Of their own?

A. That was to be deducted from that which I needed for my personal affairs, and that was issued to them in payment of that loan.

Q. Was it endorsed to you by Mr. Hackett and returned?      A. I could not say about that.

Q. It was returned to you and taken up by another certificate for the proper amount?

A. It was returned to me as the certificate itself shows.

That is all.



(Testimony of Thomas S. Nowell.)

Cross-examination.

Q. (By Mr. SHACKLEFORD.) You say Judge Brown told you to have the certificates issued to Wallace Hackett so that his signature would appear on it?

A. As confirmation or recognition of their consent.

Q. When did you present that to Judge Brown?

A. After its return, shortly after that. That matter was all gone over before Judge Gunnison passed on it.

Q. This letter is dated October 16, 1901—when did you first show Judge Brown that letter?

A. Very soon after I received it. I could not say as to the date, but it shows by the issuing of that certificate. He approved that, and the certificate was issued and sent to Mr. Hackett.

Q. The certificate was issued in 1903?

A. I do not remember.

Q. You did not have the letter when you presented the matter to Judge Brown?

A. Judge Brown requested me to get the approval of those people.

Q. You presented a formal application to him?

A. I do not remember that.

Q. Had a petition drawn, didn't you?

A. Well, afterwards he said to me, Mr. Nowell, after your people cross-cut the Eureka ledge I think I will give it a favorable consideration.

Q. He had already denied the application?

(Testimony of Thomas S. Nowell.)

A. He was not willing at that time, but he said to me when you cross-cut the Eureka ledge and do something to justify it I will be willing to take it under consideration, and I put the letter on file in the court which I wrote to Judge Brown while I was at the mine at Berners Bay.

Q. Mr. Hackett and Mr. Endicott had already presented it and you had presented them—another application had been presented before that?

A. No, sir.

Q. That is the only one you presented to the Court?      A. That is all I recall.

Q. I call your attention to the fact that the whole matter was before—I exhibit to you a petition of March 20, 1906, a document just like that was before the Court when he passed on it?

A. Yes, sir.

Mr. SHACKLEFORD.—We offer the document in evidence.

COURT.—No objection; it may be admitted.

Mr. SHACKLEFORD.—It may be marked International Trust Company's Exhibit No. 1.

(Whereupon the following was filed and marked as International Trust Company's Exhibit No. 1:)

**International Trust Co.'s Exhibit No. 1.**

April 13, 1907. International Trust Co. Exhibit No. 1. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

PETITION OF THOMAS S. NOWELL.

To the Honorable M. C. BROWN, Judge of said Court:

(Testimony of Thomas S. Nowell.)

Thomas S. Nowell, petitioner, respectfully shows to the Court that during the past five years, and since the properties in the above-entitled cause has been in the care and custody of a receiver herein, he has devoted great time and labor toward the assistance of the Receiver aforesaid in the securing of moneys for the use of said Receiver and otherwise; that such services have been accepted by the Receiver, and have been of great value to him, and of great benefit to those beneficially interested in the properties aforesaid; that petitioner has expended of his own moneys in about the work aforesaid, upwards of the sum of \$5000.00, a partial statement of which is appended hereto, marked Exhibit "A," and made a part hereof; that the holders of a majority of the bonds of said defendant companies have recognized the equities of the petitioner herein, by an instrument executed by such holders, and appended hereto, marked Exhibit "B," and made a part hereof; that your petitioner is entitled in equity to have such expenses refunded to him out of the property in the hands of the Receiver; that said Receiver has no money in his hands at present available for such purpose, and the only manner in which said expenses can be repaid is by the issuance of a Receiver's certificate out of the issue of such certificates already authorized by the Court; that said Receiver, while recognizing the equities of your petitioner, as shown by his certificate hereto annexed, marked Exhibit "C," and made a part hereof, does not feel author-

(Testimony of Thomas S. Nowell.)

ized to issue such certificate without an express order of this Court.

Wherefore your petitioner prays for an order of this Court directing and authorizing said Receiver to issue a certificate to your petitioner for the said sum of \$5000.00 in satisfaction and payment of his expenses aforesaid.

THOMAS S. NOWELL,  
In Propria Persona.

Subscribed and sworn to before me this 24th day of March, A. D. 1903.

J. H. COBB,  
Notary Public in and for Alaska.

Juneau, Alaska, March 3d, 1903.

Fredk D. Nowell, Receiver B. B. M. & M. Co.

To Thomas S. Nowell, Dr.

For expenses both time & money as set forth in statement herewith submitted.

During the years 1899 to 1902 & 3 enclusive:

Three trips to the Pacific Coast and Alaska.

Special trip to Chicago and New York & Boston and expenses in all. . . . . \$5000.00

Recd. Payment,

THOMAS S. NOWELL.

Exhibit "A."

[Title of Court and Cause No. 603.]

Now come Wallace Hackett and Henry Endicott, and respectfully show to the Court that they are holders and owners of two hundred eighty-seven

(Testimony of Thomas S. Nowell.)

(287) of the five hundred (500) bonds of the Berner's Bay Mining & Milling Co., defendant above named; that we control as attorneys in fact \_\_\_\_\_ more of said bonds.

We further represent and show to the Court that Thomas S. Nowell has been of great service to the receiver in the management of the properties of the said Company, and has expended in that behalf of his own money large sums, exceeding the sum of \$5000.00; that we believe a portion of such expenses should be refunded by said receiver; and hereby consent that said receiver issue to him a receiver's certificate to the amount of \$5000.00, such certificate to be a lien upon said properties prior and superior to the mortgage securing said bonds in like manner as other certificates issued by said receiver.

HENRY ENDICOTT.

WALLACE HACKETT.

Exhibit "B."

[Title of Court and Cause No. 603.]

I, F. D. Nowell, Receiver in the above-entitled cause, do hereby give the Court to be informed that the facts set forth in the petition of Thos. S. Nowell, attached hereto are true; that the expenses incurred by him as set forth in said petition and the exhibit attached thereto were incurred in aiding me as Receiver to secure funds with which to develop and preserve the properties in my hands as such receiver; that I have refused to reimburse said Thomas S. Nowell for such expenses, for the reason that they

(Testimony of Thomas S. Nowell.)

were incurred without 'express authority of the Court, but such expenses are in my opinion a just claim against the property in my hands as receiver and should be paid.

F. D. NOWELL.

Subscribed and sworn to before me this 24th day of March, A. D. 1903.

[Seal]

J. H. COBB,

Notary Public in and for Alaska.

Exhibit C.

[Endorsed]: Original. No. 603. In the United States District Court for Alaska, Division No. 1, at Juneau. Decker Bros., Plaintiffs, vs. Berners Bay Mining & Milling Co. et al., Defendants. Petition of T. S. Nowell. Filed Mar. 26, 1903. W. J. Hills, Clerk. By Walter S. Coutant, Deputy.

(Whereupon the following was filed and marked as International Trust Company's Exhibit No. 2:)

**International Trust Co.'s Exhibit No. 2.**

April 13, 1907. International Trust Co. Exhibit No. 2. A. W. Fox, Dep. Clerk.

[Title of Court and Cause No. 603.]

**ORDER.**

The petition of Thomas S. Nowell for an order upon the receiver herein to issue Receiver's Certificate to the amount of five thousand dollars (\$5000.00) to be a prior and superior lien upon the properties of the defendant company came before me as Judge of this said court for consideration on this day;

(Testimony of Thomas S. Nowell.)

The application does not show that the services for which the claim is made are such as the receiver could properly employ, and no expenditures for the purposes indicated in said petition could be lawfully made by the receiver, and more can be lawfully allowed by this Court.

The allowance prayed for is therefore denied.

Done at Chambers this 26th day of March, A. D. 1903.

M. C. BROWN.

[Endorsed]: No. 603. In the U. S. Dist. Court for Alaska, Div. No. 1. Decker Bros. vs. Berners Bay Mining & Milling Co. et al. Order Filed Mar. 26, 1903. W. J. Hills, Clerk. By Walter S. Coutant, Deputy.

That is all.

Mr. SHACKLEFORD.—I now ask that Court be adjourned until Monday morning. I think we could get along much faster by doing so.

COURT.—Have counsel any objection to that?

(No objection made.)

COURT.—Very well; Court will be at recess until 10 o'clock Monday morning.

April 15, 1907.

Court convened pursuant to adjournment at 10 o'clock A. M., and all parties being present as heretofore, the following proceedings were had and testimony taken:

COURT.—You may proceed with this case, gentlemen.

Mr. BARNHILL.—I will call Mr. Nowell.

**[Testimony of F. D. Nowell.]**

F. D. NOWELL, a witness called on behalf of the Receiver, having been first duly sworn, testified as follows:

## Direct Examination.

Q. (By Mr. BARNHILL.) Will you kindly state your name and place of residence?

A. Frederick D. Nowell, Juneau, Alaska.

Q. You were the former receiver in cause No. 603, known as Decker Brothers vs. Berners Bay Mining & Milling Co. et al.?

A. I was.

Q. When were you appointed?

A. February, 1898.

Q. You acted continuously as receiver from that time until when?

A. September, 1906, I think.

Q. You succeeded the former receiver, Mr. Cas-  
sel?

A. I did.

Q. I have here an order which was made on December 28, 1897, which has been introduced in evidence. It provides that certain labor claims of the Berners Bay Mining & Milling Co., the Ophir, Seward, and Northern Belle should be a prior lien on the property, and authorized you to pay those claims. I will ask you did you pay any labor claims under that order?

A. I did.

Q. Where did you get the money to pay those claims?

A. The money was sent to me from the east.

Q. Who sent it to you from the east?

A. It was sent to me by Thomas S. Nowell.



(Testimony of F. D. Nowell.)

Q. Do you know where Thomas S. Nowell got the money?

A. Some of the money—do you mean at this particular time?

Mr. SHACKLEFORD.—I do not think this is competent. He says it came from the east and Mr. Thomas S. Nowell was in the east. I do not think it is competent.

COURT.—Overruled. If he knows, he may state.

Q. Do you know where Thomas S. Nowell got the money?

COURT.—Not what you have been told—what you know about it yourself.

A. I can only say what I have been told about it.

Q. Did you borrow any money on receiver's certificates in September, 1898?      A. Yes, sir.

Q. There is \$37,000 on the Seward and the same amount on the Northern Belle?      A. Yes, sir.

Q. How much did you borrow?

A. I think \$35,000.

Q. Did you issue receiver's certificates for that amount?      A. Yes, sir.

Q. Who did you get that money from?

Mr. SHACKLEFORD.—Objected to as incompetent, irrelevant and immaterial.

COURT.—Overruled.

A. The money came from Mr. Endicott of Boston.

Q. Do you know which Endicott—William or Henry?      A. Henry Endicott, I think.

Q. To whom were those certificates issued for this \$35,000?

(Testimony of F. D. Nowell.)

A. I have not seen those certificates for a long time, but I think they were issued to Thomas S. Nowell, president, for the purpose of borrowing money upon them.

Q. I hand you now, Nos. 68, 69, 70, 71, 72, 73, 74 and 75, and ask you if those are the certificates which were issued for the purpose of paying for that \$35,000 which you got?

A. They were, those were the certificates.

Q. Can you explain why they were issued to Thomas S. Nowell?

A. They were placed in his hands to take east and to raise money upon?

Q. These certificates are marked cancelled?

A. They should be.

Q. Why?

A. Because they are retired by a later issue of certificates.

Q. Do you know which issue that was?

Q. I think what we termed the first issue of \$190,000.

Q. How did you use the money which you secured at that time—this \$35,000?

A. Used in the ordinary affairs of the receivership.

Q. You spent it for receivership purposes?

A. Yes, sir.

Q. Did you issue receiver's certificates for the full amount of that order, meaning the \$190,000 issue?

A. We did ultimately.

(Testimony of F. D. Nowell.)

Q. How did you use the money which you obtained under the order authorizing the issuance of \$190,000 worth of certificates?

A. Used for receivership matters, for the expenses of the receivership, and the operation of the property?

Q. Did the order of the Court show on the certificates of the \$190,000 issue? A. It did.

Q. How did it show?

A. It was printed on the back.

Q. Did you ever issue any certificates to the Mines Securities Company of New York?

A. I did.

Q. What were those issued for?

A. Cash.

Q. How was this cash which you received used by you?

A. It was used in the driving of what we called the Kensington cross-cut.

Q. Why, did you issue them to the Mines Securities Company?

A. There was a contract made by the eastern securities holders with that company, with the Mines Securities Company, in which it was stipulated that they were to provide a certain amount of money which was to be used in driving this tunnel for which they were to receive the certificates that was part of the consideration of the contract which they entered into with those people—the company in the east.

Q. There is a contract introduced in evidence known as the Mines Securities contract, is that the

(Testimony of F. D. Nowell.)

one—a contract which was entered into with the Mines Security Company in connection with the receivership business?

A. I believe it is—that is the only one I know of.

Q. There was an order of this Court authorizing \$60,000 worth of receivership certificates to be issued made in the year 1902, did you issue any receiver's certificates under that order? A. I did.

Q. Do you remember at this time the amount of receiver's certificates you issued under that order?

A. I think that is what is known as the second issue—something like \$23,000 or \$25,000 issued of that series.

Q. I hand you Receiver's Exhibit No. 64, and ask you if that report shows the receiver's certificates issued under the order of November 22, 1903, authorizing the issue of those certificates?

A. Yes, sir.

Q. Is the amount of certificates you issued under that order fully shown by the stubs?

A. It should be; yes, sir.

Q. Mr. Nowell, I hand you a number of the reports which you made to this Court. I hand you a copy of a report which you made to this Court, and ask you if that equals the amount of the certificates which you issued under the order of November 22, 1902, known as the second issue? A. Yes, sir.

Q. What is the amount of that issue?

A. \$34,173.59.

Q. Is that also the amount outstanding under that order known as the second issue?

(Testimony of F. D. Nowell.)

A. Yes, sir.

Q. Is it the \$190,000 of the first issue representing the amount outstanding under the series known as the second series? A. Yes, sir.

COURT.—Let me understand this. There are \$190,000 outstanding under the first issue—how much did you say was outstanding under the second?

A. \$34,173.59.

COURT.—There are none outstanding ahead of this second issue? A. No.

COURT.—But there are some subsequent?

A. Yes, sir.

Q. Did you receive any cash under the order of November 22, 1902, authorizing the issue of certificates to the amount of \$60,000, and known as the second series? A. Yes, sir.

Q. Did you issue receiver's certificates for that cash? A. Yes, sir.

Q. What did you do with that money?

A. Used it in receivership business.

Q. On December 31, 1904, January 30, 1905, and July 20, 1905, there were orders of this Court made authorizing certificates to be issued and those orders are introduced in evidence in this case.

A. What is known as the third series?

COURT.—What is the number of that exhibit?

Q. They are Receiver's Exhibits Nos. 34, 35 and 36. Did you issue receiver's certificates under those orders, Mr. Nowell? A. I did.

Q. Did you receive any cash—did you issue any receiver's certificates for cash under those orders?

(Testimony of F. D. Nowell.)

A. Those certificates were issued to Joseph MacDonald in accordance with a certain contract wherein he was to drive what is known as the Kensington tunnel and to receive receiver's certificates at par of the third series to cover that expense.

Q. Was that work done under the MacDonald contract for which those receiver's certificates were issued?      A. Yes, sir.

Q. I will ask you to look at Receiver's certificates Nos. 4, 5, 17, and 20 and ask you to whom those certificates were issued?

A. Those were issued to Joseph MacDonald.

Q. Why were they issued to Joseph MacDonald, Mr. Nowell?

A. A portion were issued to him for cash and a portion to cover the expenses defrayed by Joseph MacDonald.

Q. Under the MacDonald contract or not?

A. I think they were under the MacDonald contract.

Q. What did you do with the cash which you received from Joseph MacDonald and which you say you issued receiver's certificates for under the second issue?      A. Used in driving that tunnel.

A. While you was receiver?      A. Yes, sir.

Q. Do your reports from the beginning to the final report show fully your transactions as receiver?

A. I think they do.

Q. Do they show fully the state of your accounts?

A. Yes, sir.

(Testimony of F. D. Nowell.)

Q. Have you ever done any assessment work on the receivership property during that time—as receiver?      A. Yes, sir.

Q. Is that all set out fully in your reports?

A. No, it is not. For instance, a large amount of money which would have been expended on individual claims was covered through the work done in the Kensington tunnel which would apply as assessment work on a great many of those claims.

Q. All the transactions concerning the Kensington and regarding the work done there is fully shown by your reports is it not?      A. Yes, sir.

Q. I will now show you a paper, Mr. Nowell, and ask you if you have ever seen that before?

COURT.—You spoke of applying the money in the Kensington tunnel to the annual assessment work, how many claims were covered by that money?

WITNESS.—I could not answer that without looking it up.

Mr. COBB.—I think I have that down here, or at my office.

COURT.—Very well.

A. Yes, I remember that telegram.

Q. What is it?

A. It is a telegram from Wallace Hackett to the Court, or, rather, to me, for the Court.

Q. It is a telegram from Wallace Hackett to you?

A. Yes, sir; dated May 5, 1904.

Mr. BARNHILL.—I now offer it in evidence.

Mr SHACKLEFORD.—Objected to as incompetent, irrelevant and immaterial and not binding upon

(Testimony of F. D. Nowell.)

the Trust Company, being made at a time when the Trust Company was not a party to the action. For the further reason that it appears that Wallace Hackett was not authorized to sign for them; for the further reason that they should have the original telegram signed by Wallace Hackett.

COURT.—I am inclined to overrule the objection and let the record be made up.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 119:)

**Receiver's Exhibit No. 119 [Telegram from Wallace Hackett to F. D. Nowell, Dated May 9, 1904].**

Apr. 15, 1907. Recrs. Exhibit 119. A. W. Fox, Dep. Clerk.

UNITED STATES SIGNAL CORPS.

Telegram Received:

6 SK EN WY 17 Paid.

Portsmouth, N. H., May 9, 1904.

F. D. Nowell, Juneau.

As trustee for bonds and certificates I request court extend payment pending completion development under MacDonald contract.

WALLACE HACKETT.

4:45 P. M.

Q. I will ask you if you are familiar with the signature of Thomas S. Nowell?      A. I am.

Q. Is that his signature?      A. It is.

Q. Melville C. Brown?      A. Yes, sir.

Q. Are you familiar with the signature of Wallace Hackett?      A. Yes, sir.



(Testimony of F. D. Nowell.)

Q. Are you familiar with the signature of Henry Endicott?      A. Yes, sir.

Q. Are you familiar with the signature of Guy Lambkin?

A. I am not very familiar with Mr. Lambkin's signature. I have seen it. I think that is his signature.

Q. Those are the signatures of Henry Endicott and Wallace Hackett?      A. Yes, sir.

Q. What is the instrument I just handed you?

A. I have not seen it for a long time.

Q. Look at it and see what it is.

A. It seems to be a contract between the American Gold Mining Company and Melville C. Brown for the sale of the property belonging to the American Gold Mining Company.

Q. What is the date of it?

A. The 25th day of July, 1902.

Mr. BARNHILL.—I offer it in evidence for two purposes. I introduce it for the information of the Court and on the further ground that it is a contract which was entered into with the knowledge of the International Trust Company. It provides that \$25,000 of the amount to be paid shall be invested in receiver's certificates of the Berners Bay companies. The contract is dated in 1902, July 25, 1902, and it is introduced for the purpose of showing that Mr. Graham and the International Trust Company had knowledge of the transaction notwithstanding Mr. Graham's deposition in which he says they had no knowledge of it.

(Testimony of F. D. Nowell.)

Mr. COBB.—We expect to follow it up with other evidence. They drew this contract and the further evidence that \$15,000 of this money, the legal money of the International Trust Company be sent—and was in 1902 invested in the certificates of this Berners Bay Company.

Mr. SHACKLEFORD.—I think it is wholly incompetent, irrelevant, and immaterial. It only tends to burden the record. It is only accumulative. The International Trust Company is not a party to the agreement.

COURT.—I don't care to hear any arguments. State your objections.

Mr. SHACKLEFORD.—We object to it as incompetent, irrelevant and immaterial. The Trust Company was not a party to it, and no one appears to have been authorized by the Trust Company to become what is named as the first parties, as appears on the face of said contract. That it is not binding upon the Trust Company. That it was made before the Trust Company was made a party to the action.

COURT.—Objection overruled. It may be admitted.)

(Whereupon the following was filed and marked as Receiver's Exhibit No. 120:)

(Testimony of F. D. Nowell.)

**Receiver's Exhibit No. 120 [Agreement of Nov. 22,  
1902, etc.]**

Apr. 15, 1907. Recrs. Exhibit 120. A. W. Fox,  
Dep. Clerk.

**AGREEMENT.**

IN CONSIDERATION of the negotiations now pending between Melville C. Brown and the Alaska Juneau Company for the sale of the Aurora Lode Mining Claim and Millsite and other matters connected therewith, the agreement between the American Gold Mining Company, a corporation created and existing under and by virtue of the laws of the State of Maine, the holders of the majority of the bonds secured by a trust deed, with said Melville C. Brown for the sale of said property and other properties dated at Laramie, Wyoming, on the 25th day of July, 1902, is hereby continued in force, and the time given under said contract for the consummation and final conclusion of the transaction referred to in said contract is hereby extended by said company and a majority of the bondholders, for the term of one (1) year from and after this date, to wit, November 22nd, A. D. 1902.

**AMERICAN GOLD MINING CO.**

By **THOMAS S. NOWELL,**

President.

In Presence of :

**E. F. ROSE.**

**J. F. MALONY.**

**THIS CONTRACT,** made and entered into at Laramie, in the county of Albany, in the State of Wyo-

(Testimony of F. D. Nowell.)

ming, on this 25th day of July, A. D. 1902, by and between The American Gold Mining Company, a corporation organized and existing under the laws of the State of Maine, and doing business in the District of Alaska, party of the first part; and certain bondholders, whose names are hereunto subscribed owning, holding and representing a majority of the bonds secured by that certain trust deed, wherein the International Trust Company of Boston, a corporation, is named as trustee, executed by The American Gold Mining Company on the — day of —, to secure the payment of certain bonds and bonded indebtedness amounting to Five Hundred Thousand \$500,000.00) Dollars, parties of the second part, and Melville C. Brown, of Juneau, Alaska, party of the third part, Witnesseth:

That the said party of the first part hereby undertakes and agrees to sell and convey by good and sufficient deed of conveyance free and clear of all liens of every kind and description, to the said party of the Third part, at and for the purchase price of One Hundred and Twenty-five Thousand (\$125,000.00) Dollars, to be paid in cash and in such instalments and in the manner hereinafter provided, all that certain mining property situated near Juneau, Alaska, and generally known and described as the Silver Bow Basin Mines, and more particularly described as follows, to wit:

All and singular the Dunn and Williams Placer claims, the discovery claims, and all other placer min-

(Testimony of F. D. Nowell.)

ing ground, situate on either bank of Gold Creek and Ice Gulch, and the tributaries of either, owned or claimed by The American Gold Mining Company, whether herein particularly described or not; the ditch and flume running from Granite Creek, a branch of Gold Creek, to the hydraulic pit, and the pipe line used in connection with said ditch and flume and the water rights belonging thereto, all hydraulic machinery and appliances, and all other ditches, water rights, flumes, buildings, tunnels, the twenty stamp mill known as the Red Mill, and all other property, rights and privileges of the said party of the first part whatsoever.

Also those certain lode mining claims known as the Red Top, Aurora, Monitor, Ethel, Alaska Chief, Harris, Tremont, Ground Hog, Summit and Everett, with all the water rights, buildings, machinery, ditches, tunnels, mills, tools and appliances of every kind and description belonging thereto or thereunto in any wise appertaining.

This description is intended to and shall include all the mining properties, mining rights, water rights, flumes, ditches and appliances of The American Gold Mining Company, situated on Gold Creek, as fully and entirely as if a separate description of each claim and item of property were repeated in this contract, and as described on the map of said company made by the mining engineer of said company, T. H. George, Esq., which said map it is agreed shall be hereunto attached, when a copy thereof can be obtained, and made a part of this contract.

(Testimony of F. D. Nowell.)

Together with all the privileges, hereditaments, tenements and appurtenances thereunto belonging, or in any wise appertaining thereto.

And it is further agreed that said party of the third part shall have the immediate possession of all of said ground and mining property and all the proceeds that are taken therefrom, and from the placer ground now being mined, during the present season, after the payment of the expenses of mining the same, and it is understood by the present mining season, that it began on the first day of May of the present year and will continue thereafter until necessarily closed by the conditions of the weather; that title to said property shall be made to said party of the third part at the earliest date possible, considering the fact that said trust deed must be foreclosed before title, free of liens and incumbrances, can be vested in said party of the third part.

And the said parties of the second part, viz: the bondholders whose names are hereto subscribed, hereby consent to the sale of said property at and for the price aforesaid and hereby agree with said party of the third part, that all liens, judgments and claims against said property, held and owned by them shall be satisfied and that they will accept the said sum of \$125,000.00 in full satisfaction of their claims against said property; and they further agree that the said foreclosure shall be undertaken at once and the foreclosure of said trust deed pushed with all reasonable energy to conclusion, and upon the sale of said property under such proceedings in foreclosure,

(Testimony of F. D. Nowell.)

that they will bid the same in, in protecting their lien under the said trust deed and will convey the same to said party of the third part, or his assigns, or join with said party of the first part in such conveyance as may be necessary in accordance with the agreement of said The American Gold Mining Company as herein set forth and stated.

In consideration of the agreements aforesaid, said party of the third part undertakes and agrees to purchase said property at the price aforesaid, viz: \$125,000.00, as follows: The sum of Twenty-five Thousand (\$25,000.00) Dollars to be paid to Thomas S. Nowell, president of the American Gold Mining Company, in trust for said bondholders in two instalments, viz: (Written on margin: "Interlined before signing, J. M. Fenwick, witness.") The sum of Five Thousand (\$5,000.00) Dollars within thirty days from and after the approval and execution of this contract by the said bond holders and the sum of Twenty Thousand (\$20,000.00) Dollars within ninety days thereafter. The sum of One Hundred Thousand Dollars (\$100,000.00) Dollars to be paid to The International Trust Company, of Boston, as trustee for the benefit of said bondholders, in two instalments of Fifty Thousand (\$50,000.00) Dollars each, the first of said instalments to be paid on or before one year from and after the execution of said deed of conveyance as aforesaid, and the final instalment and final payment on said property to be paid on or before two years from and after the date of the execution of said deed of conveyance.

(Testimony of F. D. Nowell.)

It is further understood and agreed that the party of the third part shall have the option to pay the whole of said purchase price whenever a good and perfect title shall be made to said mining property, free and clear of all liens and claims against said property and effecting the title to the same. And it is further understood and agreed by and between the parties hereto, and especially as between the said bondholders and The American Gold Mining Company, by and through its president, Thomas S. Nowell, that the \$25,000.00, constituting the first payment on said property, or so much thereof as the said Thomas S. Nowell may deem necessary or expedient, may be invested by said party of the third part in the Receiver's Certificates of the Berners Bay Mining Company, (Written on margin: "Interlined before signing, J. M. Fenwick witness".) and that the said bond holders under the said trust deed, hereby promise undertake and agree to accept such Receiver's Certificates issued by the Receiver of said The Berners Bay property, as so much cash paid or the purchase price of said The American Gold Mining Company's properties, and in lieu and in satisfaction of so much of said purchase price.

And it is further mutually understood and agreed by and between all of the parties hereto, that the said party of the third part, viz: Melville C. Brown, is acting in this behalf as the friend of Thomas S. Nowell, and the bondholders and other parties interested with him in said properties; that in consideration thereof, it is agreed that he may assign and set



(Testimony of F. D. Nowell.)

over this contract to any other person or persons he may deem reliable and worthy of the trust, and that the agreements and undertakings of the parties of the first and second parts, shall be carried out with the assignee of said party of the third part in every particular, as fully and completely, as if this contract had originally been made with said assignee or assignees of said party of the third part.

It is further understood and agreed that the said party of the third part and his assigns, shall have the right to sue for and recover, in his or their own names and at his or their own expense, all claims for damages that said party of the first part may have heretofore sustained by reason of the trespass or wrongful acts of other persons or corporations, in and upon any of the lands to be conveyed under the terms of this contract, and by dumping rock and debris upon any of said grounds.

It is further mutually understood and agreed that in case the said party of the third part fails to pay said \$25,000.00, or any portion thereof, either by investing the same in the said Receivers Certificates, or in cash to the International Trust Company, for the use and benefit of said bondholders under said trust deed, within the ninety days as hereinbefore provided, that thereupon this said contract shall cease and determine and anything that said party of the third part may have received from working said mines or any portion thereof, shall be forthwith returned to the party of the first part and any moneys that he or his assigns may have paid in the mean-

(Testimony of F. D. Nowell.)

time, other than the sums invested in said Receiver's Certificates aforesaid, shall be forfeited as liquidated damages to said party of the first part.

It is further mutually understood and agreed that the deed to said properties described in this contract, duly executed as herein provided, after foreclosure, shall be delivered to the International Trust Company, of Boston, in escrow, to be held by said company until all payments are made on said properties, whereupon delivery thereof shall be made to said party of the third part, or his assigns.

In consideration whereof, The American Gold Mining Company has caused these presents to be executed in triplicate, by its president, Thomas S. Nowell, hereto fully authorized by resolution of the stockholders of The American Gold Mining Company, heretofore regularly passed.

And by the said several bondholders constituting the owners of a majority of the bonds secured by the said deed, have executed these presents.

And the said Melville C. Brown, party of the third part, executes these presents under his hand and seal at Laramie, Albany County, Wyoming.

This 25th day of July, 1902.

Witness:

J. M. FENWICK as to AMERICAN GOLD MINING CO.

By THOMAS S. NOWELL,  
Its President.

(Testimony of F. D. Nowell.)

Witness:

J. M. FENWICK as to MELVILLE C. BROWN.

WALLACE HACKETT 67 bonds.

HENRY ENDICOTT 102 bonds

HENRY ENDICOTT, as trustee  
under Sawyer assignment 53 bonds.

GUY LAMKIN, Trustee of the estate  
Wm. H. Leard 5 bonds

HENRY ENDICOTT as agent of Ho-  
bart Estate 25 bonds.

#### MEMORANDUM OF AGREEMENT.

In CONSIDERATION of the sum of One Dollar (\$1) to me in hand paid the receipt whereof is hereby acknowledged, and other good and sufficient considerations, I have this day assigned, set over, and conveyed, and do by these presents set over, assign, and convey to Willis E. Nowell, of Juneau, Alaska, all my right, title, and interest in and to the properties described in a certain contract and the rights thereunder vested in me, which said contract is dated July 25th, 1902, between the AMERICAN GOLD MINING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine and doing business in the District of Alaska party of the first part, and certain bondholders interested in the properties described in said agreement under a deed of trust made by said American Gold Mining Company to secure the payment of bonds to the amount of Five Hundred Thousand Dollars (\$500,000) in favor of the International Trust

(Testimony of F. D. Nowell.)

Company as trustee, of the second part, and with said Melville C. Brown of the Third part; and I the said Melville C. Brown hereby authorize the said Willis E. Nowell to do all things that I might or could do under the terms of said contract, with full power and authority to represent me in all matters therein referred to, and to enforce and carry out the said contract as fully as I might or could do if acting in that behalf myself; hereby ratifying and confirming all that the said Willis E. Nowell my assignee may do or cause to be done in the premises.

WITNESS my hand at Juneau, Alaska, this 22d of November, 1902.

In presence of                      MELVILLE C. BROWN.

L. R. GILLETTE.

E. F. ROSE.

In consideration of the assignment of the contract aforesaid and the benefits thereby conferred upon me I hereby accept said assignment and assume all the obligations and covenants therein undertaken by Melville C. Brown and agree to perform the same as if originally made with me.

Witness                                      WILLIS E. NOWELL.

E. F. ROSE.

COURT.—I want counsel to understand that I do not bind myself upon any question of law involved in these objections. I am merely permitting the evidence to come before the Court for consideration hereafter.

Q. I will ask you if that is Wallace Hackett's signature?                      A. Yes, sir.

(Testimony of F. D. Nowell.)

Q. What is that paper?

A. It is a letter from Wallace Hackett to Malony & Cobb, dated October 20, 1902.

Mr. BARNHILL.—I now offer it in evidence for the purpose of showing that John M. Graham, the president of the International Trust Company, knew of the transaction. In the first place that the contract was for the foreclosure of the mortgage on this property and part of the proceeds were to be invested in receiver's certificates of the Berners Bay Mining and Milling Co.

Mr. SHACKLEFORD.—We object to it as irrelevant and immaterial. It does not appear upon the face of the letter either of Wallace Hackett or the International Trust Company that they had any knowledge of the existence of the contract just introduced and that there is nothing in the letter at all referring to the Receivers certificates and not showing that the receiver's certificates were referred to. I am well acquainted with that matter and I think if Mr. Barnhill knew the facts he would not offer it.

COURT.—The objection will be overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 121:)

(Testimony of F. D. Nowell.)

**Receiver's Exhibit No. 121 [Letter from Wallace Hackett to Messrs. Malony & Cobb, Dated Oct. 20, 1902].**

Apr. 15, 1907. Recrs Exhibit 121. A. W. Fox,  
Dep. Clerk.

Portsmouth, N. H., Oct. 20th, 1902.

Malony & Cobb, Juneau, Alaska.

Dear sirs: I am in receipt of the enclosed letter addressed to you by the International Trust Company, John M. Graham, President, dated Oct. 18th, 1902, which is in substance authority to proceed with the foreclosure of the bonds of the Nowell Gold Mining Company. I telegraphed you on receipt of the same that it was in my possession and I had forwarded it by mail, in order to save time. Doubtless you will push the foreclosure proceedings as rapidly as circumstances will permit.

Very truly yours,

WALLACE HACKETT.

Q. Are you familiar with the signature of John M. Graham, President of the International Trust Company?      A. Yes, sir, I have seen it.

Q. What is that letter?

A. It is a letter to Malony & Cobb from John M. Graham, dated October 31, 1902.

Mr. BARNHILL.—I now offer this letter in evidence. It is recited here that Wallace Hackett is trustee of the bonds and that the deed under foreclosure shall be made to Wallace Hackett unless the

(Testimony of F. D. Nowell.)

parties who propose to take the property offer some other arrangement. It refers to the contract also.

Mr. SHACKLEFORD.—We object to it as incompetent, irrelevant and immaterial.

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 122:)

**Receiver's Exhibit No. 122 [Letter from John M. Graham to Messrs. Malony & Cobb, Dated Oct. 31, 1902].**

Apr. 15, 1907. Recrs. Exhibit 122. A. W. Fox,  
Dep. Clerk.

John M. Graham, President.

Henry L. Jewett, Secretary.

B. Farnham Smith, Asst. Secretary.

Capital, \$1,000,000.00.

Surplus, \$2,000,000.00.

INTERNATIONAL TRUST COMPANY.

Cable Address:

“Intertrust Boston.”

Boston, Mass., Oct. 31st, 1902.

Messrs. Malony & Cobb, Juneau, Alaska.

Gentlemen: In the matter of the foreclosure of the Nowell Gold Mining Co. property, it will become important to have some one present to bid on the property under foreclosure sale, and we suggest that you have some one from your office, or other proper person who will not be subject to annoying attachments, or anything of the kind, bid in the property at the sale at as low a price as possible, but not exceeding

(Testimony of F. D. Nowell.)

\$305,000 under the first mortgage, and \$153,000 under the second mortgage (assuming you sell under the second subject to the first); that would make the total bids under both mortgages not exceeding \$458,000. Of course we expect the sales under each mortgage to be concluded at much lower figures than these. The deed should, of course, be made out to Wallace Hackett as Trustee unless the parties who propose to take the property under the offer now open to the parties in control of these mines will be satisfied with deeds from the International Trust Co. as trustee and mortgagee. The final deeds to these proposed purchasers must, of course, pass here and the money paid over here. Trusting this gives you all necessary instructions and awaiting your advices, we are

Very truly yours,

JNO. M. GRAHAM, Pt.

Q. Is that the signature of John M. Graham?

A. Yes, sir.

Q. What is that paper?

A. It is a letter to Malony & Cobb dated October 18, 1902, signed by John M. Graham, President.

Mr. BARNHILL.—I now offer in evidence a letter from John M. Gram, to Messrs. Malony & Cobb, dated October 18, 1902, as Receiver's Exhibit No. 123. If the Court please, this letter is the one referred to in the first letter I have introduced, and sustains our theory that Mr. Graham had knowledge of the contract of July, 1902.



(Testimony of F. D. Nowell.)

Mr. SHACKLEFORD.—We object to the introduction of the letter for the same reasons as stated before.

COURT.—Overruled. It may be admitted.

(Whereupon the following was filed and marked as Receiver's Exhibit No. 123:)

**Receiver's Exhibit No. 123 [Letter from John M. Graham to Messrs. Malony & Cobb, Dated Oct. 18, 1902].**

Apr. 13, 1907. Recrs. Exhibit 123. A. W. Fox,  
Dep. Clerk.

John M. Graham, President.

Henry L. Jewett, Secretary.

B. Farnham Smith, Asst. Secretary.

Capital, \$1,000,000.00.

Surplus, \$2,000,000.00.

#### INTERNATIONAL TRUST COMPANY.

Boston, Mass., Oct. 18th, 1902.

Cable Address:

“Intertrust Boston.”

Messrs. Malony & Cobb, Juneau, Alaska.

Gentlemen: At the request of Messrs. Nowell and Hackett, who we understand have arranged with you for foreclosure by judicial proceedings of certain mortgages issued by the Nowell Gold Mining Co. to the International Trust Co., Trustee, we beg to request that you will at once proceed to foreclosure of the following mortgages:

Mortgage deed of trust from the Nowell Gold Mining Co. to the International Trust Co., Trustee, dated

(Testimony of F. D. Nowell.)

Dec. 15th, 1891, recorded in District of Alaska, Juneau, Recording District Jan. 20th, 1892, in book O, page 1 of the records of said District. W. R. Hoyt, District Recorder.

Also mortgage deed of trust of the Nowell Gold Mining Co. to the International Trust Co., Trustee, dated Jan. 1st, 1896, and recorded District of Alaska, Juneau Recording District Feb. 8th, 1896, in book 11, page 99. H. W. Mellen, District Recorder.

I assume that it will not be necessary to send you the original instruments, as you have the original record at hand, but we desire to say that under the first of the above-mentioned mortgage deeds of trust we have all the outstanding bonds except \$7000, and under the second of the above all except \$46,000.

M. & C.

2.

We assume it will be necessary to proceed to foreclose under both mortgages for the reason that the property covered by the first mortgage is covered by the second mortgage above mentioned, which, however, also covers some additional property. All the bonds authorized by both mortgages have been issued and are outstanding except those that are in our hands for the purpose of foreclosure.

We beg to suggest inasmuch as the holders of a very large majority of the outstanding bonds under the second of the above-mentioned mortgages also control a large majority of the bonds under the first of the above-mentioned mortgages, whether it would not be wise to have the order of sale provide for the

(Testimony of F. D. Nowell.)

sale of all the property covered by the second of the above-mentioned mortgages, *to be followed immediately* by a sale of the property under the first mentioned mortgage. We are inclined to the belief that there will be no competition at either sale, but as a matter of precaution, it seems to us it would be wise to sell under the second mortgage subject to the first, and thus sell under the first mortgage presumably to the same parties who buy under the second mortgage, this for the purpose of getting absolute title. We shall, however, be governed in this matter by your advice, and wish the foreclosure proceedings to be instituted as early as possible and pressed with M. & C.

3.

vigor so as to acquire title at the earliest possible moment. We understand that your fees in this matter have been arranged for through Messrs. Nowell & Hackett, and that your fees for foreclosure proceedings shall not exceed \$1000. It is important that this matter should be understood perfectly, as we act for other parties who are in any event to lose considerable money on this investment and must know substantially what the expense of this foreclosure is to be.

Trusting this is all perfectly understood between us, and awaiting your prompt advices, we are

Very truly yours,

JNO. M. GRAHAM, Pt.

Mr. BARNHILL.—You may cross-examine.

(Testimony of F. D. Nowell.)

Cross-examination.

Q. (By Mr. SHACKLEFORD.) When did you say you were appointed receiver of the Berners Bay Mining & Milling Company?

A. February, 1898—February 12th, I think.

Q. Was this appointment made at your solicitation?

A. At the solicitation of the creditors of the companies.

Q. Was it also made at your solicitation?

A. Of course, I joined the officials of the company and the creditors in the petition to be appointed.

Q. There has been introduced in evidence in this case certain exhibits purporting to be signed by certain eastern parties interested in the company which it is said were exhibited to Judge Johnson but never filed—do you remember these requests?

A. I do.

Q. It is a fact that prior to those requests being presented they were sent by you—sent east and requested that those papers be executed so as to assist you in procuring this appointment—is that not true?

A. I don't think it is.

Q. You never at any time prior to your appointment wrote east and request such action?

A. I do not remember of ever having done so.

Q. It is a fact that you made up your mind to engineer things and work your property?

A. That was the wish of the people who signed the paper.

(Testimony of F. D. Nowell.)

Q. Before the people east wished it—that was your own wish? A. I do not remember.

Q. Do you deny it? A. Yes, sir.

Q. All right, that is what I want to know. You had been manager of those companies for some years previous to that? A. Yes, sir.

Q. It had failed under your management?

A. Yes, sir.

Q. How long have you lived in Alaska?

A. Sixteen years.

Q. Was that your first experience in mining?

A. Yes, sir.

Q. Have you had any successful experience in mining in Alaska?

Mr. BARNHILL.—Objected to as irrelevant and not proper cross-examination.

COURT.—Overruled.

A. That is a matter of opinion.

Q. I ask you what do you say in answer to that question?

A. I simply say that it is a matter of opinion.

Q. I ask you for your answer.

A. I would say, yes.

Q. The company you have been manager of became insolvent and failed? A. Yes, sir.

Q. Who was your superintendent at Berners Bay? A. When?

Q. Just prior to your failure.

A. My failure?

Q. To the failure of the Berners Bay companies?

A. My brother.

(Testimony of F. D. Nowell.)

Q. How long had he been in Alaska?

A. Off and on for eighteen years—longer than I.

Q. What was his profession?

Mr. BARNHILL.—Objected to as irrelevant and immaterial.

COURT.—Overruled.

Q. What was his profession?

A. He was a musician.

Q. Prior to his coming to Alaska he had had no experience in mining? A. No.

Q. Do you know whether he has been considered a successful miner?

A. I know that he has acquired a great deal of information and knowledge in connection with the business.

Q. Do you know whether he has been considered in this community or anywhere else as a successful miner?

A. I don't know what the opinion of him is at all.

Q. Do you consider him a successful miner?

A. I consider him—that he knows a great deal about it.

Q. I asked you a fair question, what is your answer?

A. He is not a miner in one sense of the word. That is, I do not suppose that he can go in and put a hole into a ledge as quickly as a professional driller, but he knows when a man does a day's work as well as anybody.

Q. Neither of you have had any education in the mining profession?

(Testimony of F. D. Nowell.)

A. I don't know—but I think we have.

Q. Outside of your experience in this mine?

A. No.

Q. Now, in 1898, you were appointed receiver?

A. Yes, sir.

Q. Mr. Cassel was removed? A. No.

Q. You were about to obtain his removal and he resigned? A. He resigned.

Q. You continued Mr. Willis E. Nowell as superintendent of the company?

A. Continued him when?

Q. At that time? A. Yes, sir.

Q. Had he been superintendent under Mr. Cassel?

A. No.

Q. You reinstated him in the position he was in prior to Mr. Cassel's appointment?

A. Yes, sir.

Q. What salary was he receiving?

A. \$3000 a year.

Q. You and he were also interested at that time in a store at the mine called the Nowell Brothers Store? A. We were.

Q. Out of which you were attempting to make a profit in dealing with the miners of the company?

A. Yes, sir.

Q. Your father at that time was the owner of a steamboat—the steamer "Rustler"?

A. He was.

Q. Operated in connection with the mine and under a charter for \$500 a month?

A. That is correct.

(Testimony of F. D. Nowell.)

Q. How long did you continue that charter?

A. I could not say.

Q. Approximately?           A. I could not state.

Q. Give us some idea about it?

A. The matter has passed out of my mind; that can be easily determined by the records.

Q. A few days?

A. I have no idea about it, Mr. Shackelford, as to the date, but I will inform myself if you wish it.

Q. I am trying to test your recollection about the business?

A. A man cannot remember everything after such a long time.

Q. Have you any approximate idea as to how long you continued that charter?

A. No, I have not.

Q. Now, Mr. Nowell, you also had in your employ a bookkeeper at a salary at that time of \$125 a month?

A. I think that was his salary.

Q. Have you any idea how long he continued in your services?

A. Do you have reference to Mr. Green?

Q. Yes, sir.

A. Mr. Green has been my bookkeeper while I was receiver practically almost the entire term of my office.

Q. With reference to Mr. George, you had somebody employed as engineer?           A. Yes, sir.

Q. Neither your education nor the education of your brother, the superintendent, was such that you were competent to do that work?



(Testimony of F. D. Nowell.)

A. We were not surveyors.

Q. You had no training in engineering or mine surveying? A. No.

Q. How long did you continue Mr. George in your services?

A. I cannot say just how long but nearly the entire term of my office.

Q. What were his duties?

A. General engineering of the whole business—did engineering work—surveying, etc.

Q. State in detail what he would be required to do—in the way of surveying and keeping a record of the conditions?

A. His duty consisted in looking out for the tunnel—that is getting the proper grade and doing surveyor's work as well as a great deal of surveying work such as surveying claims for patent and location and occasionally looking after the details of other parts of the business.

Q. You know that in every well conducted mine a complete record is made and maps made of all underground workings?

A. I think that was done.

Q. Did you do that while you were in office?

A. Yes, sir.

Q. How many maps do you think Mr. George made? A. He made a great many maps.

Q. How many maps did you turn over to your successor, J. C. McBride when you were ordered to turn over all the papers and records belonging to the company? A. I had no maps at that time.

(Testimony of F. D. Nowell.)

Q. What had become of the maps?

A. The maps had been used in various negotiations where endeavors had been made to dispose of the property and all of the maps which had been in the office had been sent to and delivered to various people in connection with those negotiations.

Q. Did you ever make any attempt to get them back?

A. Yes, sir.

Q. Did you secure any of them?

A. No, sir.

Q. Have you any recollection of whom you attempted to recover the maps from?

A. Colonel Sutherland had some but he went away and I was unable to get them. He had a full set.

Q. Did you write any letters?

A. I did.

Q. Have you copies of those letters?

A. I don't know.

Q. Did you take a receipt for those maps?

A. I don't know—I think we did.

Q. Will you look them up, and such correspondence and letters showing the fact that you attempted to recover the maps?

A. I will, if I can find it.

Q. When was it Colonel Sutherland had any negotiations in regard to this property?

A. Let me see—

Q. Was it about the time C. R. Corning came out here?

A. Yes, sir.

(Testimony of F. D. Nowell.)

Q. Did you have any maps at the time Mr. Corning was here?      A. I think we did.

A. How many?      A. I don't know.

Q. Since the time they were here, who has taken maps out of your office?      A. I don't remember.

Q. You know, don't you, that the maps themselves constitute one of the most valuable portions of the receiver's records?

A. I will say this, that the originals—what were called maps—what I referred to are tracings made from the original drawings which were made by the draftsman, and any maps which we have given out have always been drawn from the original maps which I think are at Berner's Bay.

Q. Whereabouts in the mine?

A. In the drafting-room.

Q. All the originals up there in the the drafting-room?      A. I think so.

Q. Did you ever mention that to Mr. McBride?

A. I don't know whether I did or not.

Q. You don't know whether they are there now or not?      A. I do not know.

Q. When did you last see them there?

A. I have not seen them there—they are probably rolled up or up there in some of the drawers in the drafting-room.

Q. Did you have any maps of this property last January a year ago, when J. J. Boyce was drawing the complaint in the case of W. B. Hoggatt and F. D. Nowell against T. S. Nowell?

(Testimony of F. D. Nowell.)

A. I don't think I had any belonging to the receiver of the Berners Bay Mining & Milling Company.

Q. Have you any Berners Bay maps which do not belong to the company?

A. I have some which belong to Mr. Nowell.

Q. Of the Berner's Bay property?

A. Some portions of them?

Q. Were they taken from the original?

A. I think they are blue-prints.

Q. Has Mr. George M. Nowell in Boston any of the maps of the Berners Bay mine which were at one time in your office?      A. I don't know.

Q. Why don't you know—don't you know?

A. I did not give him any—I don't know whether he has any or not.

Q. Who made that map?

A. That map was made by Mr. George for the Alaska Nowell Gold Mining Company.

Q. How much did the Alaska Nowell Gold Mining Company pay Mr. George for that map?

A. They have not paid him anything, but they owe him for it to this day.

Q. He has charged it to the Alaska Nowell Gold Mining Co.?

A. He has charged whatever he has done to the respective companies.

Q. Have you his bill for that map?

A. I don't know.

Q. Do you remember what it was?

(Testimony of F. D. Nowell.)

A. I know that he has made a charge against the Alaska Nowell Gold Mining Company for the work he has done for them.

Q. What is the amount?           A. I don't know.

Q. Don't you know that the map that you used was his map and it was used by the receiver?

A. Very likely it was.

Q. Where is the original?

A. It may be in Mr. George's possession or may be in Berners Bay—that map was made by Mr. George for the Alaska Nowell Company.

Q. Now, when Mr. McBride—when you were ordered to turn over all data and papers in your hands which belonged to the receiver, did you turn over to the receiver a copy of the receiver's reports?

A. Copy of the receiver's reports?

Q. Yes.

A. I don't think I did.

Q. As a matter of fact, this large report made the early part of last year, you did not have an office copy of that?           A. Yes, sir.

Q. You did not turn that over to Mr. McBride?

A. I don't know—there were three copies made—I don't know whether he had a copy or not.

Q. You did not turn it over to him until recently?

A. I don't know when it was turned over to him.

Q. You did let him have it not long ago?

A. I don't believe I did.

Q. You mean the largest report?

A. I don't think Mr. McBride has a copy—I don't know.

(Testimony of F. D. Nowell.)

Q. Outside of your books and certificates what did you give him?

A. Books, vouchers, papers—he got everything—I gave him everything except a copy of the report which I think I am entitled to keep for my own information.

Q. This map which I have just shown you is one made under this receivership?

A. Yes, it is a copy made for my use.

Q. I understand that it is your own?

A. Yes, sir, it is my own.

Q. During all this time how much did you—how much had you been paying Mr. George?

A. I don't remember just how much I did pay him.

Q. You don't remember?

A. No, my books will show that.

Q. Do you know about what his salary was?

A. It varied from time to time somewhat. I believe there were modifications made and changes. It was not steadily one amount during the whole time but just the amount I cannot remember.

Mr. SHACKLEFORD.—Now, then, Mr. Nowell we will offer this in evidence. I ask that it be marked as International Trust Company's Exhibit No. 3.

COURT.—No objection it may be admitted.

Mr. COBB.—I would like to see that map in order to prove it. Do you want to let it go in as part of the evidence of this witness?

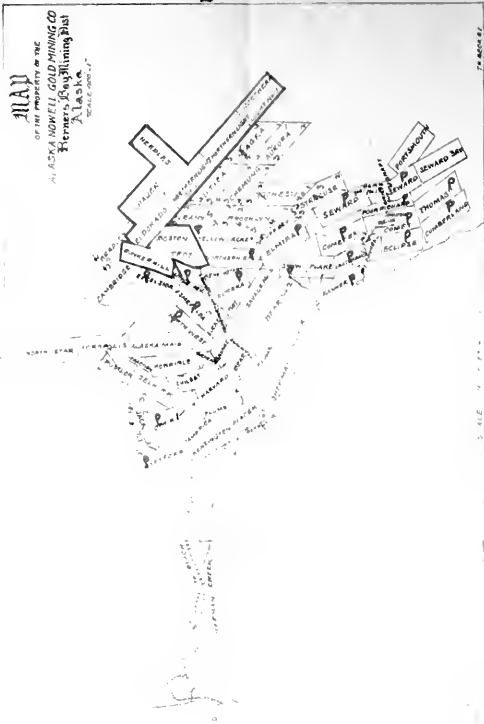
Mr. SHACKLEFORD.—I offer it for the purpose of cross-examination.

(Whereupon a map was marked and filed as International Trust Company's Exhibit No. 3:)

(Here insert Map.)

PLA 01A: TRUST CO'S. EXHIBIT No. 3

**MAP**  
OF THE PROPERTY OF THE  
**ALASKA NOWELL GOLD MINING CO**  
Hermes, Seward Mining Dist  
Alaska  
SCALE 1000:1



7-20-06

3-11-06

Berners Bay Mining & Milling Company Claims

Patented	Vacant	Code
1 - Hartford	1 - Black	Ball -
2 - Ophir	2 - American	"
3 - Excelsior	3 - Seneca	"
4 - Northern Belle	4 - Chikast	"
5 - Savage	5 - Harvard	"
6 - North West	6 - Rustler	"
7 - Eureka	7 - North Star	"
8 - Elmina	8 - Acropolis	"
9 - Esmeralda	9 - Alaska Maid	"
10 - Kensington	10 - Fraetion	"
11 - Yellow Jacket	11 - Luckey Boy	"
12 - Bear	12 - Little Nell	"
13 - Comet Extension	13 - Cambridge	Barley
14 - Seward #2	14 - Bradley	Wooly
15 - Comet	15 - Triangle	"
16 - Seward	16 - Savage #2	0 20
17 - Porter	17 - Bear #2	0 20
18 - Seward	18 - Seward #3	"
19 - Peck Richard	19 - Portsmouth	"
20 - East Chance	20 - Syracuse	Angle
21 - Thomas	21 - Buffalo	Dearmond
22 - Cumberland	22 - Brooklyn	Blaven
23 - Snow Flake	23 - Albany	Plane
	24 - Utica	Steel Club
	25 - Rochester	Butan
	26 - Chemung	11.11
	27 - Aurora	Signle #2
	28 - Magna	Shore

Mill Sites

- Ophir
- Esmeralda
- Bear #2
- Comet Extension
- Seward
- Thomas
- Cumberland #2; Comet

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(Testimony of F. D. Nowell.)

Q. Now, Mr. Nowell, when you were put in charge as receiver who was your purchasing agent which you maintained—did you have a purchasing agent?

A. I had a purchasing agent in San Francisco for a time. He purchased the supplies.

Q. Who was that? A. My brother.

Q. What was his name?

A. Frank H. Nowell.

Q. Was he under salary?

A. During the time he acted in that capacity.

Q. How long did he act?

A. I do not remember, not very long.

Q. You went in in February—what did you do in the year 1898 on the mine?

A. I think first we were working on the Comet mine in the year 1898.

Q. Did you recover any values?

A. My report discloses that—I cannot remember all those details.

Q. Was it at a profit or loss?

A. We worked the Comet mine at a loss.

Q. You worked at all times—when you worked under the receivership you worked at considerable loss?

A. So far as operating is concern, yes, sir.

Q. How long did you work the mines of the Berners Bay Company?

A. I don't just remember when we discontinued work.

(Testimony of F. D. Nowell.)

Q. Was it in 1899?

A. No, it was later than that.

Q. I do not mean the exploration work—the Kensington work I mean the stamp mill?

A. I do not remember—I think we quit milling in 1902. I think so.

Q. Mr. Nowell, your receiver's petition in 1900 shows that you were indebted in the sum of \$110,000 and it was absolutely necessary to change the system of working and asked to borrow money to proceed—were you working at that time?

A. I think we were—I presume we were.

Q. What were you doing—what were you working on?      A. In 1900?

Q. Yes.

A. We must have been working on the Kensington at that time.

Q. Were you milling from the Kensington?

A. If we were milling it was from the Kensington.

Q. You have milled from the Kensington?

A. Yes, sir.

Q. Milling the ore and recovering the values?

A. Something like seven thousand tons were milled.

Q. How long would that take?

A. We were not running the full mill.

Q. Will you examine your books so as to be able to point out to me the time that the mill stopped, except for the purpose of development work—I do not mean when you worked part of the mill—I want

(Testimony of F. D. Nowell.)

the date when you shut down the mill so far as the regular milling is concerned?      A. Yes, sir.

Q. Now, in the spring of 1900 you filed a report in this court to Judge Johnson?      A. In 1900.

Q. I think it is receiver's report No. 8, Receiver's Exhibit No. 91?

A. Receiver's Report No. 8 is marked Receiver's Exhibit No. 91, it was filed January 18, 1900.

Q. I will ask you if that is your signature to that report?      A. It is.

Q. That is your signature to the jurat on the report?      A. That is my signature.

Q. When did it become known that Judge Johnson was going to leave the bench and was going to be succeeded by Judge Brown?

A. I do not remember now.

Q. Was it known as early as January?

A. I don't know anything about that. It was a matter which did not interest me particularly. I do not remember of doing anything in connection with it. I might have at the time noticed it but I do not remember anything now.

Q. I call your attention to this language. "The Comet lode which has been heretofore the chief bullion producer has been opened up by 1809 feet of new tunnelling and sufficient ore placed in sight to demonstrate its continued value."      A. Yes, sir.

Q. Have you done any work on the Comet since that time?      A. What was the date?

Q. January 18, 1900?

A. I may have done some since that time.

(Testimony of F. D. Nowell.)

Q. Did you recover any values from the Comet lode after that?

A. If we worked it we recovered some values.

Q. You don't remember whether you worked since that date or not?

A. No, I do not, I would have to refer to the records.

Q. If you worked it you did not work at a profit?

A. If we worked it was at a loss. The ore was disappointing below the five hundred foot level of that mine.

Q. You say this: "The development work has been done with a view to the economic working of the mines as a whole."

A. Yes, that is what I say there.

Q. "And in a way to secure the greatest net profit upon future production, and not to secure present net profit at the expense of the future workings of the properties." A. Yes, sir.

Q. What was the condition of the Kensington cross-cut at that time? A. In 1900?

Q. Yes, sir.

A. I do not remember the year we started the Kensington.

Q. You don't know when you started?

A. No.

Q. It was before the Mines Securities Company became connected with it? A. Yes, sir.

Q. The development work you speak of here where was that done? A. In the Comet mine.

(Testimony of F. D. Nowell.)

Q. I am speaking of the Comet?

A. Yes, sir.

Q. What values have you recovered?

A. At the time this report was made I had an idea that a raise connecting the old workings with the lower level—that level had probably been finished, but I remember that the values immediately surrounding that place were very good but after drifting further on the ledge it was not so good. In the Kensington we did some work and built a tramway for the transportation of the ore which, of course, was permanent. We got some ore out of the Kensington mine too.

Q. Do you know approximately how much of the tunnel was cut at the time you filed this report?

A. No, I do not.

Q. What work did you do during the summer of 1900?

A. I could not tell you.

Q. You have not consulted the reports to find that out?

A. No.

Q. Were you up to the mine that summer?

A. I have been up to the mines every summer.

Q. Did you spend the summer at the mine?

A. No, I did not do that.

Q. During the time you have been receiver of the Berners Bay property you were also receiver for the American Gold Mining Company's property?

A. I was appointed receiver of the American at the same time I was appointed receiver of the Berners Bay Co., on February 12, 1898.

(Testimony of F. D. Nowell.)

Q. When were you discharged?

A. I was discharged on May 7th, the following May I think—some time early in May.

Q. During the time you have been acting as receiver and up until at least 1901 you were also actively engaged in the management of what is known as the Nowell-American Gold Mining Company?

A. A portion of the time.

Q. Up to when—when did you cease to be manager of the Nowell and American Gold Mining Company?

A. I ceased when it was sold.

Q. March, 1902? A. Yes, sir.

Q. I will return to this report. You state here, "In conclusion your receiver shows that nearly all the debts of the defendant companies which rendered this receivership necessary have now been paid."

A. Yes, sir.

Q. Is that statement true?

A. Anything that I reported is true.

Q. I just wanted to call your attention to it. "The properties, of the companies have not only been preserved, but have been greatly enhanced in value."

Was that statement true? A. Yes, sir.

Q. You had no funds?

A. We were working on the Kensington I presume at that time.

Q. I mean in the cross-cut? A. No.

Q. And this: "And are now in such condition for profitable working, that your receiver expects to be able by the 31st day of March, 1899, to have the in-

(Testimony of F. D. Nowell.)

terests now in his hands in such shape, that there will be no obstacle to the granting of a motion properly made, to discharge the receiver and return said properties to their owners.”

A. Yes, sir.

Q. What about that statement—was that true?

A. At that time it was.

Mr. COBB.—This report was filed in January, it means the year preceding that or nearly a year. That is evident that you mean on March 31, 1900, don't you.

COURT.—The report will show that.

Q. I will ask you this question, Mr. Nowell, at the time you signed this report didn't you know that Judge Johnson would be out of office by the 31st of March, 1900?      A. I don't know.

Q. I want to make this statement—there is a receiver's report filed here in 1900 to Judge Brown.

COURT.—In 1900?

A. Either in December or November. Some time in December.

COURT.—It is Exhibit No. 43.

Q. (By Mr. SHACKLEFORD.) Do you—I call your attention to a Receiver's Exhibit No. 43 addressed to the Honorable M. C. Brown, filed in this court on the 14th of December, 1900, is that your signature?      A. Yes, sir.

Q. To the jurat too?      A. Yes, sir.

Q. I call your attention to this statement on the second page: “The indebtedness of your receiver as such amounts to the sum of about \$110,000 and

(Testimony of F. D. Nowell.)

is shown in detail in Exhibit "C" hereto attached and made a part hereof. This exhibit shows the aggregate amount to be \$103677.15 and is correct on the date the same was made out, but additional development since then, and which is still being carried on, will swell the amount to approximately the sum stated. This indebtedness is pressing and should be paid at an early date." I will ask you if that indebtedness of \$103,000 was contracted between the 14th day of December, 1900, and the 18th day of January, 1900. Have you any recollection about that? A. No, sir.

Q. Well let's see Mr. Howell—had you those certificates all issued of what is now known as the first issue? A. Yes, sir.

Q. Now take your receiver's report, it is marked Receiver's Exhibit No. 65, being a report filed on February 10, 1906, and explain to the Court—turn to page 179 and show the Court the certificate in that list which replaced the \$35,000 certificate theretofore issued as you stated to your father and by him turned over or delivered to Henry Endicott.

A. I don't know whether I can do that or not Mr. Shackelford. I don't know that I can tell you the exact certificate issued to Henry Endicott.

Q. You can find them on page 185. The stub in the certificate-book will give all the data and references and that would answer that question. Page 185 did you say?

Q. Page 181 turn to that first.

A. Now what ones?



(Testimony of F. D. Nowell.)

Q. Number 102, 105, 106, 107, 108, 109, 110—are those the ones? Leave out 106.

A. That 106 should be \$5500 instead of 5000.

Q. That has been corrected. Those are the certificates which retired the previous certificates issued to Mr. Henry Endicott?

A. I think they were, yes, sir.

Q. Issued to Thomas S. Nowell and by him delivered to Henry Endicott?

A. I think likely those are the ones?

Q. Now this \$110,000 indebtedness, can you give the Court any approximate idea about where that indebtedness was incurred? A. I could not now.

Q. Can you give the Court an approximate idea?

A. Any indebtedness which was incurred by the receiver was done by the authority of the Court. There are orders of Court for all of them.

Q. I will ask you if there was any order permitting you to incur that indebtedness?

A. I do not know now.

Q. You have no recollection about that?

A. I cannot tell you now without looking it up.

Q. Just explain to the Court what was done by you under the order allowing the issuing of the \$190,000 worth of certificates?

A. What was done by me?

Q. Yes, as receiver pursuant to that order?

A. It would be a pretty long story. Of course, a portion of the \$190,000 was used in retiring the older certificates.

(Testimony of F. D. Nowell.)

Q. The \$35,000 was used for that purpose?

A. Yes, sir, then there were some claims which were paid by the certificates out of that \$190,000.

Q. You were directed by order of the court to sell the certificates were you not?

Mr. BARNHILL.—The order is the best evidence.

Mr. COBB.—He is merely making a test of memory—the order should be withdrawn him.

COURT.—The order ought to be shown to him.

A. There are a great many papers in connection with this thing which I do not pretend to remember about.

Q. How many certificates did you sell—you can tell by looking at your report—you are familiar enough with that?

A. I would rather refer to my stubs. The certificates—those state exactly what the certificates were issued for.

COURT.—What is the question.

Mr. SHACKLEFORD.—I have asked Mr. Nowell what certificates he sold.

A. It would require a schedule to show that. A great many certificates were issued, some for labor and some for cash.

Q. Did you sell those certificates?

A. It seems to me to be a distinction without a difference. If a man does a month's work—

Q. I want to know if you sold those certificates?

A. I consider that they were sold, yes, sir.

Q. Whether you paid them on old claims or new—you considered them sold?

(Testimony of F. D. Nowell.)

A. What do you mean by old claims?

Q. Claims which had been incurred and no certificates issued for them theretofore?

A. Yes, sir.

Q. Don't you know that a large portion for which you have issued this \$190,000 series were for old company indebtedness incurred prior to your appointment as receiver?

A. I cannot state as to that.

Q. You know that some were?

A. I presume that some were and there is something in that statement to that effect.

Q. It is a fact that a considerable part of those certificates were issued on the basis of old company indebtedness.

A. That is part—that is part.

Q. Of course it is right. Now with reference to the order of October 29, 1901, to wit: "The balance of said loan shall be expended for development purposes and betterments of the properties in the hands of the receiver, but no debt against, or expenditure of the sum last aforesaid, shall be made except upon leave first had and obtained from this Court." How much of the money under the \$190,000 issue outside of the money which you obtained from the Mines Securities Company did you expend upon the development of the property?

A. I don't remember.

Q. You have no idea about that?

A. No, I cannot tell.

Q. You know that a part of the first issue was the Mines Securities issue?

A. I think it is.

(Testimony of F. D. Nowell.)

Q. That was expended directly upon the Kensington cross-cut?      A. Yes, sir.

Q. How far had the Kensington been run when the Mines Securities company commenced their work?

A. Something like five or six hundred feet I think.

Q. When had the work been done?

A. Prior to the issuance of the certificates.

Q. Prior to Judge Brown coming here?

A. I cannot say as to that.

Q. Prior to that \$190,000 issue?

A. Yes, sir, prior to that issue.

Q. Now with reference to the assessment work prior to the sale in 1901 of any of those certificates—whatever assessment work which had been done prior to that time has nothing to do with those certificates has it?

A. I cannot say as to that—there may have been claims that were contracted in doing that assessment work which were afterwards paid by the issuing of certificates.

Q. When did you start the Kensington cross-cut?

A. I cannot tell you without referring to my books.

Q. A large part of the claims were patented?

A. Yes, sir.

Q. Do you know how many unpatented claims were adjacent to the Kensington—those of the claims which Mr. Bradley located so that the Ken-

(Testimony of F. D. Nowell.)

sington cross-cut would constitute assessment work on them?

A. I cannot tell you from memory. There is a list here somewhere.

Q. Did you make that list?

(Hands witness photograph of map with list on the back thereof.)

A. No, I did not make this list. I think about seven claims.

Q. Now then Mr. Nowell, regarding the second issue of certificates, was any application or notice given to the holders of the mortgage bonds or to the holders of the prior receiver's certificates of your application. I know there is none appearing in court after your application for the order for the \$60,000 issue?

A. Were they notified of the intention of making that petition did I notify them?

Q. Did you notify them in writing?

A. They knew it.

Q. I am asking you if you notified them?

A. I had correspondence and talked with my father in regard to them. He was here at the time and in the east. I do not remember. I do not remember of particularly telling him but it was all understood.

Q. You need not go any further.

Mr. BARNHILL.—We object he has a right to explain.

A. They were notified.

(Testimony of F. D. Nowell.)

Q. Did you notify them?

A. I don't know whether I did it personally or not.

Q. Have you any copy of the notification which you gave them?      A. I do not know.

Q. You never filed in any court?

A. I don't think so.

Q. You never tried to notify them?

A. I do not remember now.

Q. In fact the correspondence which you now rely on as constituting your authority for that issue—you kept those when you turned over the property—that is a fact, is it not?

A. I think I turned over everything to the new receiver that ought to be turned over to him?

Q. Did you turn over any correspondence?

A. I did not turn over my personal correspondence.

Q. Did you turn over the letters to Wallace Hackett and Henry Endicott or any of their letters to you?

A. I never corresponded with Henry Endicott—

Q. You never corresponded with anyone except Wallace Hackett?

A. Wallace Hackett yes, sir.

Q. This certificate of the second issue—the first of those certificates was for \$15,900?

A. Yes, sir.

Q. Where did you get that money?

A. Is that the certificate issued to Wallace Hackett, trustee?

(Testimony of F. D. Nowell.)

Q. Yes, sir.

A. That money was paid to me by Thomas S. Nowell.

Q. All of it?

A. Yes, sir, it was made in two payments I think.

Q. One payment was November 29, 1903?

A. One payment of \$10,000 and a later payment making up the balance.

Q. And where Wallace Hackett is mentioned as trustee does not mention him as trustee for the Berners Bay Mining and Milling Company does it?

A. I don't think it does. I think it mentions trustee of the mortgage bondholders.

Q. And all the rest of the certificates were issued to people here locally? A. Yes, sir.

COURT.—Which issue was that?

Q. The second issue. By the use of the \$15,900 received of Wallace Hackett, certificate No. 2 of the second issue you reached the Eureka lode?

A. I think we did.

Q. The American company—you stated that the certificate marked Joseph McDonald of the second issue *were* issued under the McDonald contract?

A. I don't think I said that.

Q. That is not true is it. It was not under the McDonald contract which the Court entered the previous order?

A. I don't think it was. I think it was a tentative arrangement which was entered into earlier than the contract and which is the consideration

(Testimony of F. D. Nowell.)

where in that first amount of \$5000 was put up—I think it was—I cannot say positively right now.

Q. The money under that series of certificates which represented labor and been reported as cash was advanced by Mr. Malony, Mr. McDonald and yourself and others for the purpose of seeing if you could not reach the Kensington? A. Yes, sir.

Q. You entered into a specific contract to report any transaction connected therewith?

A. I think the Court was fully informed.

Q. That was out of court?

A. No, I don't think out of court—I think in court.

Q. In regard to the McDonald—the first McDonald deal?

A. Yes, sir, I don't remember just about that. I would have to refer to my books and talk with Mr. Green before I could answer that?

Q. You would look it up in your books and then talk with Mr. Green?

A. Yes, sir, of course there may be some circumstances which Mr. Green may know which would recall it to my mind.

Q. I want to know what you know about it?

A. I do not remember now.

Q. I want to find out that is all. A. I will.

Q. There was never any report or leave asked about entering into this tentative arrangement which you spoke of between May 1903 and May 1904?

A. Possibly not at the time, but finally it was approved. The whole transaction was approved of by Judge Brown. Afterwards he understood the whole thing and approved the whole business.













